

Amendment #2
of
AGREEMENT
between
CITY OF FORT LAUDERDALE
And
KEITH AND ASSOCIATES, INC.
for CONSULTANT SERVICES
for Project
**DC Alexander Park Improvement Project/
Landscape Architecture for Alexander Park**
RFQ 12028-476

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into this 9th day of February 2023 by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida (hereinafter referred to as "CITY")

and

KEITH AND ASSOCIATES, INC., a Florida corporation (hereinafter referred to as "CONSULTANT," collectively referred to as "Parties").

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida at its meeting of February 20, 2018, authorized the proper officials by motion to execute an Agreement between CONSULTANT and CITY authorizing the performance of services in connection with Agreement of **DC Alexander Park Improvement Project/Landscape Architecture for Alexander Park (RFQ 12028- 476** (the "Agreement"); and

WHEREAS, the compensation under the Agreement was \$117,455 plus \$4,500 for reimbursables for a total amount of \$121,955 for Phase 1 (Task Order No. 1); and

WHEREAS, CITY staff directed program alterations to Task Order No. 1 by issuing Amendment 1 in the amount of \$6,500 and Amendment 2 in the amount of \$5,699.50, thereby increasing the total Task Order 1 amount to \$134,154.50; and

WHEREAS, the City Commission of the City of Fort Lauderdale, Florida, at its meeting of July 9, 2019, authorized the proper City officials by motion to execute the First Amendment to the Agreement, along with Task Order 2, increasing the total Agreement amount to \$472,155.98; and

WHEREAS, the Project will require further engineering services while it is being constructed;

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as to the following:

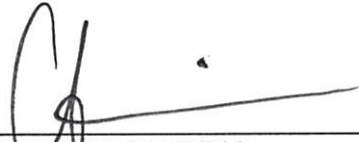
Task Order No. 3 dated December 20, 2022, between CONSULTANT and CITY, which encompasses the permitting and construction phase of the Project, shall be added to the Agreement. The terms of compensation for this Task Order No. 3 is a not-to-exceed amount of \$188,340, along with reimbursable expenses of \$7,500 for a total of \$195,840. This shall increase the total Agreement amount to \$667,995.98.

All other terms and conditions of the original Agreement remain unchanged.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals
for this Second Amendment to the Agreement the day and year first written above.


CITY

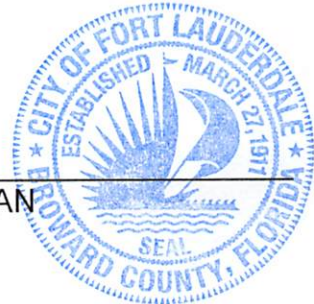
CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: 
GREG CHAVARRIA
City Manager


Date: February 9, 2023

ATTEST:

By: 
DAVID R. SOLOMAN
City Clerk




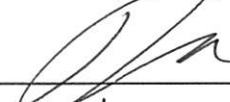
Approved as to Legal Form:
D'Wayne M. Spence, Interim City Attorney

By: 
RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:


Jonathan Cady
[Witness print/type name]


John Rinaldi
[Witness print/type name]

KEITH AND ASSOCIATES, INC., a Florida corporation PAUL WEINBERG

By: 

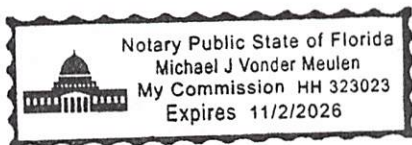
ATTEST:

(CORPORATE SEAL)  Elizabeth Underwood
Secretary

STATE OF FLORIDA,
COUNTY OF BROWARD;

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 31st day of January, 2023, by Paul Weinberg, as Executive Vice President of Keith and Associates, Inc.

(SEAL)




(Signature of Notary Public – State of Florida)

Michael Vonder Meulen
Print, Type or Stamp Commissioned Name of Notary Public)

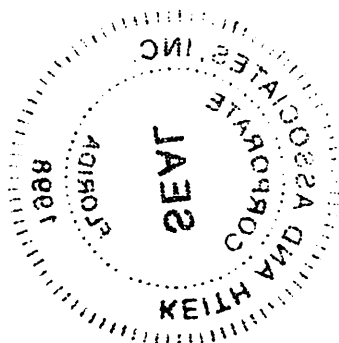
Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

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1997

12



TASK ORDER No. 3

Dated this 20th day of December, 2022

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

DC ALEXANDER PARK IMPROVEMENT PROJECT

PROFESSIONAL SERVICES

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation ("CITY") and Keith and Associates, Inc. d/b/a KEITH, a corporation authorized to transact business in the State of Florida ("CONSULTANT"), pursuant to RFQ 12028-476 Consulting Services Agreement for Landscape Architecture and Civil Engineering Services for the DC Alexander Park Improvement Project.

PROJECT BACKGROUND

The Fort Lauderdale Community Redevelopment Agency ("CRA") for the Beach area has been successful in its contribution to the economy of our CITY and advancing the identity of Fort Lauderdale into a year-round international tourist destination, as well as home to all within our community.

The DC Alexander Park Improvement Project is part of implementing the overall Central Beach Master Plan and advancing the Beach Community Redevelopment Plan adopted by the City Commission. This key public parcel sits at the hinge point between the Swimming Hall of Fame and Fort Lauderdale Aquatics Center and the beach – two very active, public uses – yet it is devoid of any meaningful activity. There are several reasons for this. First, there is no focal point or organization to the park; it is a simple lawn with trees, and does not offer places to sit, paths to stroll, or space for recreation. Second, pedestrian connections to and from the park are not emphasized, so it lacks a true relationship with either the beach to the east or the Hall of Fame to the west. The park is also separated from the retail to the north along SE 5th Street and the new development being constructed to the south.

The potential exists for the park to be programmed with events and designed as an active destination. The planned enhancements have the opportunity and responsibility to enhance the Fort Lauderdale Beach experience. Creating a signature family-oriented artistic interactive appurtenance and creating flexible spaces for day-to-day gatherings and special events is crucial to the success of the improvements. DC Alexander Park should become a focal point and also a shady respite for residents and tourists participating in activities in this area of Fort Lauderdale Beach.

The key elements of the project are the following:

- Signature family-oriented artistic interactive appurtenance;
- Shaded seating areas;
- Restroom facility;
- Inviting greenspace and landscaped areas;
- Two-waying SE 5th Street; and
- Safety (traffic bollards, blue light phones, security cameras, etc.).

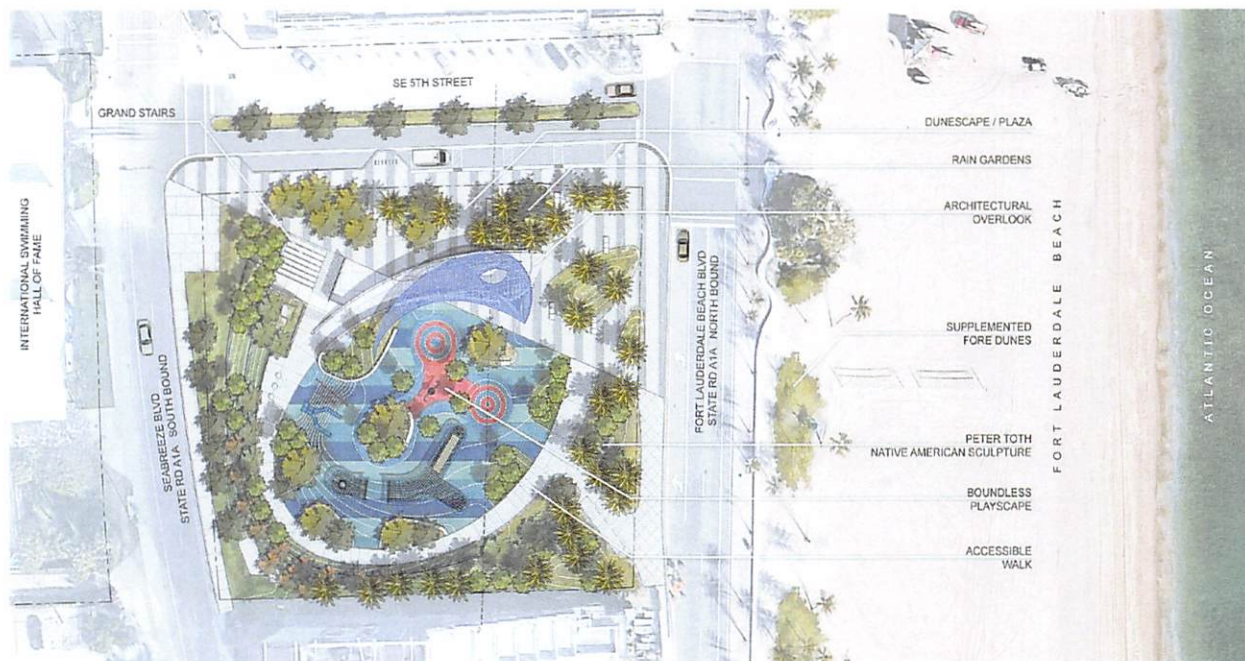
The overall goals for this project include:

- A focus on creating pedestrian priority within SE 5th Street;
- The creation of a world-class legacy project for the community;
- Keeping an eye on the vision of the future; with an understanding of future redevelopment, transportation innovations, future population demands, climatic change and future programming for beach events and activities;
- Sustainability through environmentally conscious planning and design, understanding future maintenance requirements, sustainable principles; and
- Creating a memorable and iconic place on the beach, with a clear vista of the Atlantic Ocean, appropriate open space that is flexible for programmed events, as well as day to day activities for residents and tourists alike.

The critical urban design principles that will inform the design of DC Alexander Park, as described by the Central Beach Master Plan and the Beach Community Redevelopment Plan will include:

- Pedestrian Connectivity
 - Enhance connectivity to create a continuous Central Beach experience.
 - Provide for an active pedestrian environment throughout the Central Beach area, particularly between the Intracoastal Waterway and the Beach.
- Gathering Places
 - Create a variety of usable public spaces for daily use, as well as special events and performances. Plan for infrastructure needs for special events, but design spaces that are memorable, iconic, and work on a day to day basis.
 - Provide for a mix of land uses that will foster family activity and recreation in the Central Beach area and provide opportunities for the expansion of tourist-related facilities and activities.
- Streetscape
 - Allow for multi-modal transportation to work (Trams, Sun Trolley, Buses, and bikes). Create great space for the interface of these modes, when appropriate – station, stops, etc.
 - Re-establish and enhance the branding of the beach and the streetscape vocabulary through site elements, landscape, hardscape, and lighting.
 - Establish a comprehensive identity and way finding system – make it part of the street vocabulary.
- Make it Iconic and Memorable
 - Our CITY has been and will continue to be known because of our beach. The DC Alexander Improvements provide an opportunity to further enhance this brand and become the iconic beach place in all of Florida.

Exhibit A – Project Conceptual Plan @ 100% Design



GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

Quality Control

The CONSULTANT is responsible for the quality control ("QC") of their work and of its sub-consultants. The CONSULTANT shall provide to the CITY the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The CITY shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall utilize an estimated Notice-to-Proceed ("NTP"), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. This final schedule will be submitted using Microsoft Planning and No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

At this time, it understood that the City of Fort Lauderdale building permit has been filed but not approved and a construction Agreement was awarded and executed.

SCOPE OF SERVICES AND DELIVERABLES

The phase will be implemented in one (1) stage. A presentation will be made to stakeholders, the Beach Redevelopment Advisory Board, Parks and Recreation and Beaches Advisory Board, and the City Commission to ensure consensus of the scope and financial commitment of the project.

Stage V: Permitting and Construction Observation **(Duration 12 months)**

Stage V(i) – Additional Permitting

As a part of previously approved Task Order No. 2 Stage V, the scheduled indicated a 4-month duration. The FDEP Coastal Construction Control Permit was approved on September 8th, 2021 - 14 months from the initial application date on July 17th, 2020.

In addition, the City of Fort Lauderdale's Design Review Committee (DRC) approval was achieved on February 12, 2021. The initial application was submitted on December 20th, 2019. Per previous Task Order No. 2 Site Plan/Design Review assumed that the CITY would lead the project through the site plan approval process. In efforts to keep the Project on schedule and moving forward in good faith, CONSULTANT exceeded the time allowed in the previously approved Task Order No. 2 for both the FDEP CCCL Permit and the City of Fort Lauderdale DRC approvals.

Permitting tasks remaining are as follows:

City of Fort Lauderdale General Building Permit

- Building Department
- Electrical Review
- Engineering Review
- Flood Review
- Landscape Review
- Mechanical Review
- Fire Department Review
- City Water and Sewer
- City Planning & Zoning Review

Water and Sewer System

- Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Sanitary Sewer
- Florida Department of Environmental Protection (FDEP) –Water and Sanitary Sewer
- Broward County Water and Wastewater (BCWWS) – Sanitary Sewer

Paving, Grading, and Drainage System

- Broward County Environmental Protection and Growth Management Department (BCEPGMD) – Stormwater
- Florida Department of Environmental Protection (FDEP) – Stormwater ERP

Florida Department of Transportation (FDOT) Access Permit

If additional permits are required, CONSULTANT shall process them and the fees for these additional services will be submitted to CITY as additional services under a contract addendum if required.

Stage V(ii) – Construction Observation –

CONSULTANT shall provide construction observation services in order to ensure the integrity of the design intent and certify to the CITY and other jurisdictional agencies that the construction work has been completed in substantial compliance with the approved documents and permits. Services included in this task are described as follows:

Shop Drawings: CONSULTANT shall review shop drawings, samples and calculations, which the selected contractor is required to submit for review. This review will only be for conformance with the design concept of the Project and compliance with the information provided on the design drawings and specifications. Such review will not extend to methods, means, techniques, construction sequence(s) or procedures, or to safety precautions and related

programs. CONSULTANT shall also determine the acceptability, subject to CITY approval, of substitute materials and equipment proposed by contractors.

Periodic Site Visits and Construction Observation: CONSULTANT shall visit the Project at intervals appropriate to the various stages of construction, as KEITH deems necessary to observe as an experienced and qualified design professional to review the progress and quality of the various aspects of the contractor's work. CONSULTANT shall coordinate and attend one (1) Pre-construction Meetings. This task includes construction observation services for an anticipated construction period of ten (10) months.

As-builts Review: CONSULTANT will review the record drawings (as-builts) to ensure substantial conformance to the approved plans. CONSULTANT will only review and reject any particular as-built set a maximum of two (2) times, any additional review will be considered additional services. The contractor will be expected to have the as-builts revised in accordance with all comments.

Final Inspections: CONSULTANT shall participate, with the CITY's representative, in a semi-final inspection for the purpose of determining if the project is substantially complete, and participate in the preparation of a written "Punch List" of all incomplete, defective or deficient items. Upon notice from the CITY, participate in a final inspection together with CITY and contractor representatives to assure that all "Punch List" items are completed and the work is indeed completed in accordance with all contract documents. Upon completion of the final inspection, certify, in writing, that the work in-place is acceptable, subject to any conditions therein expressed.

Final Certification: CONSULTANT will prepare final certification to all appropriate permitting agencies utilizing record drawings for the design from the survey information supplied by the contractor, or by other means agreed to by both CONSULTANT and CITY.

Note: It is the contractor's responsibility to coordinate through CONSULTANT the scheduling of testing. CONSULTANT shall represent the CITY in performing periodic observation of construction as necessary to confirm construction is in accordance with the approved plans.

We anticipate the following items requiring as-built certification:

- Water System
- Sanitary Sewer System
- Paving Grading and Drainage System
- Electrical System

Note: Construction-related surveying (stakeout, as-builts, etc.) and testing (densities, concrete, LBR's, etc.) services are not included in this Agreement.

Stage V(iii) – Utility Coordination & Survey Services -

- A. Utility Coordination: In efforts to keep the Project on schedule and moving forward in good faith during the Construction Documentation process outlined in Work Order No. 2 CONSULTANT previously performed utility coordination services to accurately document the proposed relocation of utilities. These services included extensive coordination with Florida Power and Light (FPL) and other franchise utilities such as Broward County Traffic Control

cabinets, ATT & Comcast and stakeholders which were not previously included in previous Task Orders.

Ongoing Utility coordination (during construction): It is anticipated when the existing Florida Power & Light (FPL) power lines are removed (during demolition) activities. Coordination will be continue as required during construction to efficiently streamline the disconnection, relocation, and reconnection of these utilities in efforts to prevent any unnecessary custom disconnections and/or any delays of construction.

B. Survey: CONSULTANT shall prepare up to six (6) Sketch and Legal descriptions as required for park construction.

- (2) Florida Department of Transportation (FDOT) Sketch and Legal Descriptions for Easements – Sketch and Legal Descriptions already completed and approved by the Fort Lauderdale City Commission.
 - (1) Sketch and Legal Description for corner chord at the corner of SE 5th Street and SR A1A North (Fort Lauderdale Beach Blvd).
 - (1) Sketch and Legal Description for the Right-of-Way expansion along western Property line of SR A1A South (Seabreeze Blvd) in order to comply with the Broward County Trafficways Masterplan.
- (1) Sketch and Legal for the proposed City of Fort Lauderdale Public Works Drainage Easement located at the corner of SE 5th Street and SR A1A South.
- (2) Sketch and Legal Description for Florida Power and Light (FPL) Utility Easement.
 - (1) FPL requires Sketch and Description based on design plan.
 - (1) Sketch and Legal Description for as-built conditions – based on the assumption the General Contractor provided as-built survey.
 - Existing FPL Easement to be vacated.
- (1) Sketch and Legal Description for the SE 5th Street Right-of-Way dedication to the City of Fort Lauderdale.
- Recordation fees to be billed to CITY at cost as reimbursables.

Stage V(iv) – Inspection Services

Special Inspection: Special inspection services by a Florida licensed special inspector are a City of Fort Lauderdale Building Department requirement as well as a requirement of Broward County and the Florida Building Code. The Special inspections are required for the structural elements which included but are not limited to the foundation reinforcement, concrete and steel column and beams, reinforced masonry walls, reinforced concrete walls, reinforced concrete slabs, and steel member connections. Upon completion of inspections, a formal report will be submitted to the building department. A more detailed scope description and proposed hourly rates and fees are provided in Exhibit B3. There is additional time added to the CONSULTANT scope and the Brooks + Scarpa scope for review and coordination efforts with the Special Inspector.

Pile Monitoring: Pile monitoring services are required per the structural design and per the Florida Building Code. The services are required to monitor and observe the installation of the auger cast-in-place production piles and determine the required tip elevation at each pile location based on the Geotech subsurface exploration and installation characteristics at each pile location. Upon completion of pile installation work a formal report will be submitted to the building department. A more detailed scope description and proposed hourly rates and fees are provided in Exhibit B2. There is additional time added to the CONSULTANT scope and the Brooks + Scarpa scope for review and coordination efforts with the pile monitoring geotechnical firm.

Staff Meetings and Progress Reports – Throughout Stage V(i)-V(iv)

- a. Attend and communicate with staff on a regular as needed basis via meeting or conference call.
- b. Attend and communicate with elected officials for progress as requested.
- c. Assist with development to CRA staff of monthly summary as part of project management.

PROJECT ASSUMPTIONS

- CITY shall provide access to site.
- City shall provide existing electronic CAD files, if available. It is the CONSULTANTS responsibility to verify accuracy.
- It is the CONSULTANT's responsibility to verify existing geometry is acceptable to all permitting agencies.

ADDITIONAL SERVICES

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

PROJECT FUNDING

Performance of this Project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

METHOD OF COMPENSATION

The services performed will be accomplished using the Not-to-Exceed method of compensation. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit B** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email (AcctsPayable@fortlauderdale.gov). Pay application requests shall be submitted monthly.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Stage V(i) – Additional Permitting	\$23,200.00
Stage V(ii) – Construction Observation	\$97,280.00
Stage V(iii) – Utility Coordination & Survey	\$16,230.00
Stage V(iv) – Inspection Services	\$51,630.00
Reimbursable Expenses	\$7,500.00
Grand Total	\$195,840.00

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Marc Isaac, Project Manager, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

Marc Isaac
Project Manager
Parks and Recreation Department
City of Fort Lauderdale
914 NW 6th Street, Suite 200
Fort Lauderdale, FL 33311
954-828-5230
MIsaac@fortlauderdale.gov

CONSULTANT CONTACTS

Paul Weinberg, PLA
Project Manager
Keith & Associates, Inc dba (KEITH)
2312 South Andrews Avenue
Fort Lauderdale, FL 33316
(954) 788-3400
pweinberg@KEITHTeam.com

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first above written.

CITY

CITY OF FORT LAUDERDALE, a Florida
municipal corporation

By: _____

GREG CHAVARRIA
City Manager

Date: _____

February 9, 2023

ATTEST:

By: _____

DAVID R. SOLOMAN
City Clerk



Approved as to Legal Form:
D'Wayne M. Spence, Interim City Attorney

By: _____

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES

Keith & Associates, Inc. d/b/a KEITH, a
Florida corporation

Jonathan Cady
Jonathan Cady
Print Name

By: Paul Weinberg
Paul Weinberg
Executive Vice President

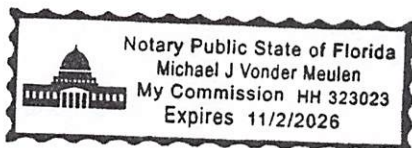
John Rinaldi
John Rinaldi
Print Name



STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☒ physical presence
or ☐ online notarization, this 31st day of January, 2023 by Paul Weinberg
of Keith & Associates, Inc., a Florida corporation.

(SEAL)



Michael J. Vonder Meulen
Notary Public, State of Florida
(Signature of Notary taking Acknowledgment)

Michael Vonder Meulen
Name of Notary Typed, Printed or Stamped

Personally known X or Produced identification _____
Type of Identification _____

Exhibit B – Work Break Down Fee Schedule

See attachment

PROPOSAL FEES EXHIBIT B

Our Project/Proposal Number		Personnel and Hourly Rates																Task Subtotals
10046		11	30	32	33	34	35	40	50	51	52	61	70	79	80	81	95	
Proposal Date																		
10/4/2022																		
Tasks		CADD Technician	Associate Planner	Senior Planner (AICP)	Landscape Designer	Senior Landscape Designer	Landscape Architect (RLA)	Senior Traffic Engineer (PE)	Project Engineer	Senior Project Engineer	Professional Engineer (PE)	Senior Project Manager	Principal	Senior Project Surveyor	Professional Surveyor & Mapper (PSM)	Survey Party (2) Person	Utility Coordinator	
Stage	Description	\$90.00	\$100.00	\$140.00	\$100.00	\$125.00	\$140.00	\$150.00	\$115.00	\$130.00	\$140.00	\$170.00	\$215.00	\$115.00	\$125.00	\$110.00	\$120.00	
	Permitting, Bidding and Construction Admin																	\$ 104,250.00
VI	Additional Permitting	0			0	0	50		40		18	16	4					\$ 17,700.00
VII	Construction Observation	16	12		20	60	165		140	20	20	30	20					\$ 66,140.00
VIII	Ongoing Utility Coordination & Survey Services	0	6	2	0	0	24	16	8		4	0	0	8	30	4	25	\$ 16,230.00
VIII	Special Inspections	0			0	0	16		8		0	6	0					\$ 4,180.00
																		\$ -
																		\$ -
Personnel Hours		16	18	2	20	60	255	16	196	20	42	52	24	8	30	4	25	\$ 104,250.00
Personnel Cost		\$ 1,440.00	\$ 1,800.00	\$ 280.00	\$ 2,000.00	\$ 7,500.00	\$ 35,700.00	\$ 2,400.00	\$ 22,540.00	\$ 2,600.00	\$ 5,880.00	\$ 8,840.00	\$ 5,160.00	\$ 920.00	\$ 3,750.00	\$ 440.00	\$ 3,000.00	
Personnel Subtotal																		\$ 104,250.00
Architectural Consultant																		\$ 40,720.00
Brooks + Scarpa																		\$ 33,000.00
Special Inspection - MUE																		\$ 10,370.00
Reimbursable Expenses																		\$ 7,500.00
GRAND TOTAL																		\$ 195,840.00

Brooks + Scarpa Exhibit B1

Our Project/Proposal Number							
Proposal Date							
Tasks		Principal Architect	Sr. Project Manager	Sr. Designer	Draftsperson	Jr. Designer	
Stage	Description	\$215.00	\$170.00	\$130.00	\$100.00	\$100.00	
	Permitting, Bidding and Construction Admin						\$ 40,720.00
VI	Additional Permitting	8	4	20	5	0	\$ 5,500.00
VII	Construction Observation	36.0	40.0	120.0	10.0	0.0	\$ 31,140.00
IX	Special Inspections	0.0	24.0	0.0	0.0	0.0	\$ 4,080.00
							\$ -
Personnel Hours		44	68	140	15	0	\$ 40,720.00
Personnel Cost		\$ 9,460.00	\$ 11,560.00	\$ 18,200.00	\$ 1,500.00	\$ -	
Personnel Subtotal		\$ 40,720.00					

EXHIBIT B2 - PILE MONITORING FEE

Name of Project: DC Alexander Park Pile Monitoring - GEO
Location of Project: 501 South Fort Lauderdale Beach Blvd, Fort Lauderdale, FL 33316
UES Follow-up No.: 19-7566.01 REV 10/5/2022
UES Opportunity No.: 0630.1022.00006

This agreement is made and entered into between Keith and Universal Engineering Sciences on October 5, 2022.

CLIENT:

Company/Business Name: Keith
Primary Contact Name: Tom Green
Business Address: 301 East Atlantic Boulevard
City, State and Zip: Pompano Beach, FL 33060
Phone Number: 954-788-3400
Email: tgreen@keithteam.com

Services to be Performed

Description	Rate	Est. Qty.	Estimated Total
Pile Monitoring Technician Time (Portal to Portal)	\$70.00 hour	80	\$5,600.00
Pile Monitoring Technician Time (Portal to Portal) - OT	\$105.00 hour	20	\$2,100.00
Professional Engineer	\$135.00 hour	2	\$270.00
Project Engineer	\$105.00 hour	10	\$1,050.00
Clerical	\$40.00 hour	10	\$400.00
Report	\$950.00 each	1	\$950.00
PRELIMINARY BUDGET ESTIMATE:			\$10,370.00

Notes:

- UES terms are C.O.D. unless prior credit history has been established with UES. All UES services must be PAID IN FULL prior to receipt of any Letters, Reports or Results. UES will only invoice for actual services performed. The pricing listed in this agreement is valid for a period of ninety (90) days from proposal date.
- Overtime work (scheduled for before 7:00am or going past 4:00pm Monday through Friday, more than 8 hours in one day, more than 40 hours in one week, or anytime on Saturdays, Sundays, or Holidays), will be charged at the standard rate times 1.5.
- For projects where inspections are required, a charge equal to 5 hours of professional engineer time will be assessed for the final letter.
- UES requires a geotechnical report (if one has been completed) and a set of construction plans on file prior to scheduling.
- Reports will be distributed electronically. Hard copies of reports can be provided upon request and will be billed at \$75 per physical copy.

☐ I CERTIFY THAT THE CLIENT BILLING INFORMATION LISTED ABOVE IS ACCURATE

CLIENT BILLING INFORMATION (IF DIFFERENT FROM ABOVE):

Company: _____
Attention: _____ **Title:** _____
Address: _____
City, State, Zip: _____
Phone: _____ **Fax:** _____
Email: _____
Permit No.: (please fill in) _____

PURSUANT TO FLORIDA STATUTE 558.0035, A DESIGN PROFESSIONAL, AS DEFINED IN FLORIDA STATUTE 558.002, ACTING AS AN INDIVIDUAL EMPLOYEE OR AGENT OF UNIVERSAL ENGINEERING SCIENCES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

PAYMENT METHOD (Note: Credit Card Charges will include a 2.5% administrative fee)

☐ Check payable to Universal Engineering Sciences / Check Number: _____
☐ Visa ☐ Master Card ☐ Discover ☐ American Express
Credit Card Number _____ **CVV Code** _____ **Exp. Date** _____
Card Holder Name _____ **Card Holder Signature** _____

The below client/agent accepts UES' published Terms & Conditions, available by request, in this agreement and warrants that he/she has full authority to bind client.

PAYMENT AUTHORIZATION

PLEASE CHECK THE APPLICABLE BOX: ☐ Client ☐ Authorized Agent

Client Signature: _____ **Print Name:** _____ **Title:** _____ **Date:** _____

UES Signature:  _____ **Print Name:** Carlos Mercado, P.E. **Title:** Principal Engineer **Date:** October 5, 2022

We will schedule mobilization when we have received the signed proposal with the completed credit card information.

MUEngineers, Inc.
3440 NE 12th Avenue
Oakland Park, FL 33334
Phone: (954) 324-4730
CA#: 29348
www.MUEngineers.com



EXHIBIT B3 - SPECIAL INSPECTION FEE (1 of 3)

Proposal

October 4, 2022

Keith and Associates
301 E. Atlantic Boulevard
Pompano Beach, FL 33060
Attention: Mr. Tom Green

Via E-Mail: tgreen@keithteam.com

Reference	Project Name:	DC Alexander Park-Special Inspections
	Project Address:	501 S. Fort Lauderdale Beach Blvd, FTL
	MUE Project #:	MUE22091901

Dear Mr. Green,

We are pleased to propose the following agreement for providing structural inspection services on this project. This proposal will remain open for acceptance for 30 days from the date above.

Description of Project Inspection Scope:

Providing visual structural threshold inspection services during the construction of the structure at the address indicated above and preparation of field observation reports summarizing our findings.

Included in our inspection scope are visual inspections of the main building structural components as indicated on the structural construction documents and the project threshold inspection plan including the following:

- Foundation reinforcing
- Concrete and steel columns
- Concrete and steel beams
- Reinforced concrete stairs
- Reinforced masonry walls
- Reinforced concrete walls
- Reinforced concrete slabs
- Steel member connections.

Upon completion of our inspections, we shall supply the necessary final letter at completion indicating that the structure was completed to the best of our knowledge and belief, in general accordance with the approved drawings. The fee below has been based on a preliminary construction schedule provided.

Not included in our structural inspection scope are inspection related to any non-structural building components such as but not limited to surveying, soil improvements, railing installations, windows and door installations and waterproofing, mechanical roof top equipment installations, interior and exterior light gauge framing, awnings and overhangs, floor, wall and ceiling finishes, lighting installations,

EXHIBIT B3 - SPECIAL INSPECTION FEE (2 of 3)

mechanical equipment supports and hangers, structures located more than 5'-0" outside the building structures, playground structures, any and all type of water proofing, architectural building cladding components such as exterior finishes, decorative building components, electrical systems and components, mechanical system and components, plumbing pipes and equipment, security and alarm systems, life safety systems, ADA equipment and compliance, any type of material testing, building components attached to the main building structure such as roof access ladders, pre-manufactured trellises, solar panels, wind-turbines, inspections of any waterproofing, architectural, ADA, electrical, mechanical, plumbing, security systems or life safety systems.

Compensation:

Our services for this project will be billed on an hourly basis as per our current standard hourly schedule with a maximum not to exceed total amount of \$33,000.00 and the following minimum charges per scheduled inspection.

Fee Breakdown

Inspection Category	Hourly Rate	Min. Hours invoiced per scheduled inspection	Min Fee per scheduled inspection	Maximum number of Inspections	Maximum Not to Exceed Amount
Regular weekday inspection performed Monday thru Friday between 8:00AM and 5:00PM.	\$110.00	3	\$330.00	100	\$33,000.00
Saturday inspections and inspections on workdays before 8:00 AM and after 5:00 PM.	\$165.00	3	\$495.00	None Anticipated	-
Sunday inspections	\$220.00 \$165.00	3	\$660.00 \$495.00	None Anticipated	- <i>Tom Green</i>
National holiday inspections	\$275.00 \$165.00	3	\$825.00 \$495.00	None Anticipated	- <i>Tom Green</i>
Total					\$33,000.00

Qualifications:

- The final / total number of inspections and related costs depends on:
 - How efficiently inspections are scheduled and grouped together
 - How many inspections are scheduled on Saturdays, Sundays, National Holidays and before 8:00 AM or after 5:00 PM
 - The number of weekend and holiday inspections
 - If the work is ready for inspection at the time of the scheduled inspections. The number of reinspections required due to e.g., work scheduled to be inspected not being completed and ready

EXHIBIT B3 - SPECIAL INSPECTION FEE (3 of 3)

for inspection at the time of the scheduled inspection or work not in compliance with the permitted construction documents.

- Inspections scheduled by the GC (or others) in an efficient manner, minimizing the total number of inspections
- Inspections shall be scheduled a minimum of 24 hours in advance. Please schedule inspections by contacting our office at 954-324-4730 or by email at admin@MUEngineers.com .

Hourly Rate Schedule:

Inspector	\$110.00 per hour
Administrative	\$ 80.00 per hour

The fees above are based on the following project documents and assumptions:

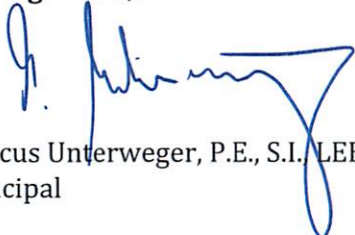
- The structural construction documents received per e-mail of 9/19/2022.
- Inspection will be limited to visual, non-destructive inspections.
- We will not use any special tools or instruments, nor will we perform any testing or analysis.
- We will be granted full access to the interior and exterior of the property.
- The General Contractor or Construction Manager is solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with this work, including meeting all current OSHA regulations. MUEngineers, Inc. is not responsible for the means and methods of construction or for related safety precautions and programs.

This Letter of Agreement and Exhibit A constitute the entire agreement between the parties. Please examine these documents, sign, and return one copy along with the applicable retainer.

We are looking forward to working with you on this project.

Sincerely,

MUEngineers, Inc.



Marcus Unterweger, P.E., S.I., LEED AP
Principal

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS, AND THE PERSON SIGNING ON BEHALF OF EACH HAS BEEN AUTHORIZED TO DO SO. IF THE PERSON SIGNING BELOW AS CUSTOMER IS ENTERING INTO THIS AGREEMENT ON



Exhibit C – Project Tentative Schedule

See Attachment

Exhibit C - Tentative Schedule

No.	Schedule	Month	1	2	3	4	5	6	7	8	9	10	11
V	Permitting, Bidding and Construction												
i	Permitting												
ii	Bidding												
iii	Construction Observation												
iv	Staff Meeting and Stakeholder Updates - Ongoing												



DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

21

TODAY'S DATE: 1/31/23DOCUMENT TITLE: Task Order #3 – Landscape Architecture Consultant Services for DC Alexander Park Improvement Project – Keith and Associates, Inc.COMM. MTG. DATE: 12/20/22 CAM #: 22-1109 ITEM #: CP-2 CAM attached: ☒ YES ☐ NORouting Origin: PKR Router Name/Ext: Marc I. X5230 Action Summary attached: ☐ YES ☒ NOCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 2/1/23 Attorney's Name: Rhonda Montoya Hasan Initials: RMH3) City Clerk's Office: # of originals: 2 Routed to: _____ Ext: _____ Date: 02/09/234) City Manager's Office: CMO LOG #: FEB-27 Document received from: CCO 02/09/23Assigned to: GREG CHAVARRIA ☒ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: 2/10/23

5) Mayor/CRA Chairman: Please sign as indicated.

Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards 2 originals to: F. Rosta (Name/Dept/Ext)Attach _____ certified Reso # _____ ☐ YES ☐ NO Original Route form to CAO