

TASK ORDER No. 7

Dated this _____ day of _____, 2015

CITY PROJECT No. 11080

KEITH and SCHNARS PROJECT No. 18068.10

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

**Port Condo
Large Water Main Improvements**

PROFESSIONAL SERVICES

This Task Order is being entered into pursuant to the Continuing Contract for Civil Engineering Consultant Services Agreement (Contract 626-10881) between the City of Fort Lauderdale a municipal corporation of the State of Florida ("CITY") and KEITH and SCHNARS, P.A. a Florida corporation ("CONSULTANT") in accordance with the terms of the agreement for professional services dated November 6, 2012 and renewed on October 21, 2014, between CITY and CONSULTANT ("MASTER AGREEMENT").

PROJECT BACKGROUND

This project involves installation of a parallel water main to enhance service to properties along S.E. 17th Street (Marriott Drive). The project was designed by CITY but never permitted. Subsequent to design, private development has occurred on adjacent properties. Plans need to be updated to coordinate with improvements from private development. Because the project is within FDOT right-of-way permit from FDOT as well as BCDOH will be required. CITY is interested in transferring obligations as Engineer of Record (EOR) to CONSULTANT and completing the improvements through public bid process.

PROJECT DESCRIPTION

The project includes installation of approximately 1,800 LF of 12" water main to enhance existing service. Plans need to be updated to reflect subsequent developer improvements. Once modified, plans are to be submitted to FDOT and BCDOH for permit. Although initiated by the CITY, the permitting process with BCDOH will need to be re-initiated by CONSULTANT to account for plan revisions.

CONSULTANT shall, upon thorough review of design documents, assume the role as EOR, update plans, process permit approvals, and prepare the project for public bid. Upon selection of qualified bidder, CONSULTANT shall provide construction phase services as necessary for certification upon completion.

SCOPE OF SERVICES AND DELIVERABLES

With approval of this Task Order, CONSULTANT shall provide professional services described in the tasks below:

Task No. 05001 Plan Revisions:

Using current files provided in CADD format CONSULTANT shall review existing plans as necessary to accept transfer of EOR. In reviewing plans CONSULTANT shall address alignment, profile, service & hydrant connections, conflicts, existing utilities, and sufficiency of details. Although CONSULTANT assumes CITY has sufficiently identified existing conditions, site visits to verify existing features as related to proposed improvements in addition to review of atlas and as-built information to confirm design assumptions will be included. CONSULTANT assumes that sufficient test-hole information has been collected by CITY and that no further test holes are needed. CONSULTANT's design review will include soliciting input from utility providers to confirm existing services. Assuming no significant modifications resulting from design review, appropriate revisions to the plans (title block and otherwise) will be made to indicate CONSULTANT as EOR.

In addition to review, CONSULTANT shall update plans to coordinate with adjacent Developer improvements. Once identified by CITY, CONSULTANT shall contact and Developer's engineer and coordinate CITY's planned improvements to those proposed through private development project.

Deliverables: Revised Plans **Not to Exceed: \$6,590.00**

Task No. 05002 Permitting:

Upon completing Plan Revisions CONSULTANT shall prepare and submit applications to the appropriate permit authorities. Submittals will include both FDOT and BCDOH. Permit fees are to be paid by CITY.

Deliverables: Permit Modification **Not to Exceed: \$7,710.00**

Task No. 05003 Construction Cost Estimate

For budget purposes, CONSULTANT shall prepare an estimated cost of construction. CONSULTANT's estimate is to be based upon Broward County unit costs applied to material quantities obtained from proposed plans. CONSULTANT's estimate shall be itemized and include cost for mobilization, installation, restoration, and defined contingencies. Although meant to be comprehensive, the accuracy of the estimate is understood to be limited by the information readily apparent and available.

Deliverables: Itemized Estimate **Not to Exceed: \$2,440.00**

Task No. 05004 Bidding Assistance:

CONSULTANT shall assist CITY in preparing bid package for solicitation. CONSULTANT shall provide approved signed and sealed plans in 'pdf' format. Specifications will be provided by CITY and modified by CONSULTANT as necessary to reflect details specific to project. A Unit Price Bid Tabulation will be prepared by the CONSULTANT. Front-end documents and procurement will be by CITY. During bidding and upon receipt of bids, CONSULTANT shall assist in response to questions and evaluation of bid tabulations. Copies and distribution of bid documents is not included in CONSULTANT's scope.

Deliverables: Bid Tabulations, Specification Revisions and Response to Bidders. **Not to Exceed: \$8,090.00**

Task No. 05005 Pre-Construction Services:

CONSULTANT shall provide limited pre-construction services upon request from CITY to include:

- Attend preconstruction meeting as with selected Contractor as coordinated by CITY,
- Provide technical review of Contractor's shop drawings and product data for conformance with approved construction documents.

Deliverables: Stamped Shop Drawings **Not to Exceed: \$3,180.00**

Task No. 05006 Periodic Inspection Services:

CONSULTANT shall provide periodic inspection services as necessary to provide certification of improvements to be constructed in conformance with approved bid documents. The Project is expected to have a 16-week duration.

Periodic Inspections by CONSULTANT will supplement CITY's daily efforts to the extent necessary for certification. The CITY will monitor construction progress on a day-to-day basis and shall provide copies of daily reports, bacteriological tests, pressure tests, and density reports. to CONSULTANT. Based upon daily reports provided by CITY and contractor progress, CONSULTANT will coordinate periodic inspections with CITY's design project manager. Services are estimated at an average of 4 hours per week throughout construction period and include the following:

- Occasional on-site observation of the work in progress to confirm construction in compliance with approved permit and plans. Report to CITY non-confirming issues which would impact certification to BCDOH. CONSULTANT shall not communicate directly with the City's Contractor. All communications with the Contractor will be through the CITY.
- Observe pressurization and bacteriological testing as needed.

Services do not include review of change order requests, pay requisitions, preparation of as-builts, testing, punch-lists or project close out; such services are to be provided through CITY.

Deliverables: (hourly services) **Not to Exceed: \$9,160.00**

Task No. 05007Certifications:

Upon receipt of sufficient construction documents (as-builts, inspection reports, densities, bacteriological and pressure tests) showing the project to be constructed in compliance with the approved plans, CONSULTANT prepare certification notice to BCDOH. In addition CONSULTANT shall provide certification to FDOT as necessary.

Test reports (bacteriological and pressure), other documentation, and checks for certification fees will be provided to CONSULTANT for review. Upon acceptance, CONSULTANT will prepare and process the certification submittal to BCDOH. Services include:

- As-builts review for sufficiency,
- Upon review of documents, prepare signed and sealed letter of certification to BCDOH,
- Prepare and process submittal to BCDOH.
- Prepare and process submittal to FDOT.

**Deliverables: Submittal to HRS
Submittal to FDOT**

Not to Exceed: \$6,640.00

Task No. 05008 Meetings and Response to RFI's:

Upon the request of the CITY, K&S shall attend meetings related to the services provided through this task order. Meetings are anticipated to require less than 8 hours over the duration of the project. In addition K&S will provide technical interpretations, clarifications, and response to RFI's at the request of the CITY. Such requests are anticipated to require less than 24 hours over the duration of the project.

Deliverables: (hourly services)

Not to Exceed: \$4,240.00

PROJECT ASSUMPTIONS

Specific assumptions for the project:

- Data to be used: As-built Survey and plans prepared by CITY to be used as basis for CONSULTANT's services.
- Working hours: Normal business hours.
- Invert elevations of sanitary service are not provided. CONSULTANT shall make a general assumption that proposed watermains are to be follow existing grade with a minimum cover of 36".

CITY'S RESPONSIBILITIES

- The CITY's project manager, or a designated representative, will coordinate the project for the CITY.
- Meeting Attendance
- Timely review of submittals
- Coordinate communications with parcel owners.

ADDITIONAL SERVICES

If authorized in writing by the CITY as an amendment to this Task Order, the Consultant shall furnish, or obtain from others, Additional Services of the types listed in Article 5.3 of the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services. No additional services shall be performed by the CONSULTANT without prior written authorization by the CITY and an Amendment for the Task Order or an additional Task Order.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the task described. Additional and/or expanded scope could result in additional fees. These include additional presentations, meetings with community, research or collection of data other than what's readily available or described above.

PERFORMANCE SCHEDULE

The CONSULTANT shall commence services within 10 working days of written Notice to Proceed. The CONSULTANT shall prepare and provide a tentative schedule in Microsoft Project format for Tasks 05001 through 05008 upon Notice to Proceed.

METHOD OF COMPENSATION

The services performed shall be billed on a monthly basis commensurate with extent of task completed. Reimbursable expenses associated with these services are not included in the fees and will be itemized separately, subject to an established Not to Exceed limit. A fee schedule is included on Exhibit A.

TERMS OF COMPENSATION

Services shall be provided for the following amounts:

Task No	Task Title	Labor Fees		Total	Payment Method
		Consultant	Sub consultant		
05001	Plan Revisions	\$6,590	n.a.	\$6,590	Not to Exceed
05002	Permitting	\$7,710	n.a.	\$7,710	Not to Exceed
05003	Construction Cost Estimate	\$2,440	n.a.	\$2,440	Not to Exceed
05003	Bidding Assistance	\$8,090	n.a.	\$8,090	Not to Exceed
05004	Pre-Construction Services	\$3,180	n.a.	\$3,180	Not to Exceed
05005	Periodic Inspection Services	\$9,160	n.a.	\$9,160	Not to Exceed
05006	Certifications	\$6,640	n.a.	\$6,640	Not to Exceed
05007	Meetings & Response to RFI's	\$4,240	n.a.	\$4,240	Not to Exceed
TOTAL				\$48,050	

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayble@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of **Jill Prizlee, P.E.** at the address shown below. **Please be sure that all correspondence refers to the City project number and title as stated above.**

City of Fort Lauderdale
City Hall, 4th Floor – Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301

CONSULTANT CONTACTS

KEITH and SCHNARS, P.A.
6500 N. Andrews Avenue,
Fort Lauderdale, FL 33309
Tim Hall, P.E.
thall@ksfla.com
Phone: 954-776-1616
Fax: 954-351-7643

CITY

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

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
LEE R. FELDMAN, City Manager

(CORPORATE SEAL)

ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

RHONDA MONTOYA HASAN
Assistant City Attorney

CONSULTANT

WITNESSES:

KEITH and SCHNARS, P.A., a Florida corporation

Signature

By: _____
Tim Hall, P.E.
Vice President, Civil Engineering

Print Name

Signature

ATTEST:

By: _____
Mark Moshier, P.E.
Secretary

Print Name

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

Mark Moshier and Tim Hall as Secretary and Vice President respectively, of KEITH and SCHNARS, P.A., a Florida corporation, acknowledged the foregoing instrument before me this _____ day of _____, 2015, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking Acknowledgement)

Name of Notary Typed, Printed or Stamped

My Commission Expires

Commission No.

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EXHIBIT A

Labor Category		Associate 1		Associate 2		TECHNICIAN (Sr. Associate)		ENGINEER (Sr. Project Mgr.)		DIRECTOR		Total Hours	Labor Cost (\$)
Percent Utilization (rounded)		3.9%		4.4%		30.9%		58.6%		2.2%			
Labor Rate		\$80/hr		\$90/hr		\$115/hr		\$150/hr		\$175/hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
05001	Plan Revisions			16	1,440			32	4,800	2	350	50	6,590
05002	Permitting	8	640	8	720			40	6,000	2	350	58	7,710
05003	Construction Cost Estimate					16	1,840	4	600			20	2,440
05004	Bidding Assistance	16	1,280			4	460	40	6,000	2	350	62	8,090
05005	Pre-Construction Services					12	1,380	12	1,800			24	3,180
05006	Periodic Inspection Services					64	7,360	12	1,800			76	9,160
05007	Certifications					16	1,840	32	4,800			48	6,640
05008	Meetings & Responses to RFI's					16	1,840	16	2,400			32	4,240
Totals		24	1,920	24	2,160	132	15,180	192	28,800	6	1,050	370	48,050