

Task Order No. 5

Dated this _____ day of _____, 2015

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

SANITARY SEWER PUMP STATION D-37 REPLACEMENT CONSTRUCTION SERVICES CITY PROJECT #11766

PROFESSIONAL SERVICES

This Task Order is pursuant to the Continuing Services Contract Agreement (No. 626-10881-3) between the City of Fort Lauderdale, a Florida municipality, ("CITY") and Calvin, Giordano & Associates, Inc., ("CONSULTANT"), a Florida corporation, for civil engineering consultant services in accordance with the terms of the agreement for professional services dated November 14, 2012 between CITY and CONSULTANT ("MASTER AGREEMENT") and extended by City Commission on October 21st, 2014 to November 5, 2015.

PROJECT BACKGROUND

Sanitary Sewer Pump Station D-37 is located at 301 Lido Drive, Fort Lauderdale, Florida and serves the Las Olas Isles neighborhood.

PROJECT DESCRIPTION

This Task Order No. 5 includes professional electrical, mechanical, instrumentation and control, and architectural/structural services during construction of the replacement of sanitary sewer Pump Station D-37. The attached "Exhibit 1" provides the project location.

Electrical shall include, but not be limited to, conduit, wiring, lighting, panels, and all electrical equipment and materials. Mechanical shall include HVAC, wet well pumps, piping, valves, and fittings, generator, and all appurtenances such as day tank, intake and exhaust hoods, etc. Instrumentation and Controls shall include control panel and associated equipment, control wiring, etc.

| Architectural/Structural shall include, but not be limited to, hollow metal doors, aluminum frame windows, louvers, vents, reinforced CMU, and reinforced concrete.

SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

This task order will include construction services required for the sanitary sewer **Pump Station D-37 Replacement Project**.

The CONSULTANT is responsible for all work of their sub consultants/subcontractors to meet the deliverables included on this task order.

The following scope is based on an effort of 290 calendar days for construction/contract time (late August 2015 thru May 2016) and on total hours specified in attached breakdown. The scope of services to be provided is for part time construction observation services and limited construction administration services. Any additional time required beyond that specified above will require an approved amendment to this agreement.

CONSULTANT shall provide the following services described on the tasks herein below:

Task 1 – Services During Construction (SDC):

- Review and verify quantities, coordinate revisions, if required, and provide recommendation of approval of Contractor's monthly payment requests.
- Coordinate, receive, and log, interpretations and clarifications of the Contract Documents, and evaluate requested deviations from the approved plans or specifications.
- Attend and assist in performing inspections for substantial and final completion to determine if the project has been completed in substantial conformance with the Contract Documents. Prepare and distribute inspection punch list(s). Upon acceptance of the work, prepare a recommendation of project acceptance and submit to the City.
- Provide part-time/routine inspections to monitor progress of the work and for compliance with plans and specifications, estimated at 15 hours per week for forty (40) weeks, and six (6) hours per week for two (2) weeks, total effort estimated at 612 hours. Provide an additional 70 hours for specialty inspections by a Senior Engineer, for architectural, structural, and electrical. Provide an additional 25 hours for interim inspections/testing and site visits by a Construction Manager.
- Serve as the City's liaison with the Contractor assisting with the understanding and intent of the Contract Documents (plans and specifications).
- Prepare and report observed or identified deficiencies, unsatisfactory work, or work which does not conform to the Contract Documents.
- Assist and evaluate the Contractor's requested deviations or material substitutions, and provide the City with recommendation(s).
- Review as-built/record drawings on a monthly basis as a prerequisite to the Contractor's payment application, and in conjunction with project close-out.
- Attend construction progress meetings, up to 16 meetings. Attend meetings with the City, Contractor, and other regulatory agencies when requested, and necessary for consultation or conferences, relating to the construction of the project.

Deliverables

Deliverables for this project shall consist of the following:

- Daily construction observation reports, submitted to the City weekly for the previous weeks activities. Reports shall include, but not be limited to, progress photos, areas of inspection by CGA Field Inspector, work performed by Contractor, Contractor's workforce on site, equipment on site, weather, testing conducted, material deliveries, deficiencies, and any other pertinent information relative to the progress of construction.
- Completed inspection forms following specialty inspections and interim inspections/testing.

- Final punch list to be submitted on City punch list form.
- Review of Final As-Built Record drawings

The deliverables need to include DWG, PDF, WORD, EXCEL, or other relevant files in the original format as required by Contract Agreement Article 11.

PROJECT ASSUMPTIONS

Specific assumptions for the project:

- Consultant represents and warrants a thorough familiarization with the Contract Documents.

CITY'S RESPONSIBILITIES

- City shall provide Contract Documents in digital format.
- The City's Project Manager, or a designated representative, will coordinate the project for the City.

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 as listed in the Master Agreement. The CITY, as indicated in the Master Agreement, will pay for these services.

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Any opinion of the construction cost prepared by Calvin, Giordano & Associates, Inc. represents its judgment as a design professional and is supplied for the general guidance of the City since Calvin, Giordano & Associates, Inc. has no control over the cost of labor and material, or over competitive bidding or market conditions. Calvin, Giordano & Associates, Inc. does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the City.
- Any outside engineering services, studies, or laboratory testing not specifically mentioned in the Scope of Services will be the responsibility of the City. All municipal, permit, and agency fees as well as Title Certificates will be paid by the City
- Calvin, Giordano & Associates, Inc. is performing the consultant services set forth in this Agreement strictly as a professional consultant to City. Nothing contained in this Agreement shall create any contractual relationship between Calvin, Giordano & Associates, Inc. and any contractor or subcontractor performing construction activities on the project, or any of City's other professional consultants.
- Calvin, Giordano & Associates, Inc. shall not be responsible for the contractor's schedules or failure to carry out the construction in accordance with the construction documents. Calvin, Giordano & Associates, Inc. shall not have control over or charge of acts or omissions of the contractor, subcontractors, or their agents or employees, or of any other persons performing portions of the construction.
- Architectural, structural (i.e. retaining walls, bridges, and docks), mechanical (i.e. fire pumps), fire protection, geotechnical and testing, environmental assessment, power, gas, telephone, cable television, site lighting services.
- Calculations of off-site flood stages.
- Off-site engineering and negotiations for off-site easements, if required (other than as specified in the Scope of Services).

- Professional land surveying not included in the scope of services (i.e. buried utility investigation, easement research, condominium documents, project stakeout and as-built drawings),
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Professional services required, due to changes in the site plan initiated by the CLIENT, their representatives or other consultants (e.g. architects, landscape architects, etc.) after either design or preparation of the construction drawings has commenced.

MEETING ATTENDANCE

Due to the difficulties of predicting the number or duration of meetings, no meetings other than those listed under the section “Specific Scope of Services and Deliverables”, are included in the Schedule of Fees shown below. Preparation for and meeting attendance, as necessary, will be provided on a time and materials basis and will be billed at the standard hourly rates in accordance with the attached Hourly Rate Schedule.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 within 7 working days of written Notice to Proceed.

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 notifies the CONSULTANT that funding sources for this project are in place.

METHOD OF COMPENSATION

The services performed will be accomplished using the Hourly, Not to Exceed (NTE) method of compensation. The total hourly rates payable by the City for each of Consultants employee categories, reimbursable expenses, if any, and sub consultant fees, if any are shown in Exhibit 2 attached hereto and made part hereof.

TERMS OF COMPENSATION

Description:	Method of Compensation:	Amount:
Task 1 – Services During Construction (SDC)	Hourly (NTE)	\$78,925.00

CITY CONTACTS

Requests for payments, correspondence, and submittals, should be directed to City of Fort Lauderdale Project Manager, Herbert Stanley at the contact information shown below. **Please be sure that all correspondence refers to the City Project Number and Title as stated above.**

Scott A. Teschky
Senior Project Manager
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301
(954)828-6195
Email: STeschky@fortlauderdale.gov

Herb Stanley
Project Manager II
City of Fort Lauderdale
City Hall 5th Floor
100 North Andrews Avenue
Fort Lauderdale, FL 33301
Email: HStanley@fortlauderdale.gov
(954) 828-6801

CONSULTANT CONTACTS

Calvin, Giordano & Associates, Inc.
Robert McSweeney, P.E.
Senior Project Manager
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954-921-7781
Email: bmcsweeney@cgasolutions.com

Calvin, Giordano & Associates, Inc.
David Stambaugh, P.E.
Senior Project Manager
1800 Eller Drive, Suite 600
Fort Lauderdale, FL 33316
Phone: 954-921-7781
Email: dstambaugh@cgasolutions.com

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:

JEFFREY A. MODARELLI,
Senior Assistant City Clerk

Approved as to form:

RHONDA MONTOYA HASSAN
Assistant City Attorney

CONSULTANT

WITNESSES: (Need 2)

(Consultant Full Legal Name)

Signature

By: _____

Print Name

Name: _____

Title: _____
(Must be authorized to sign for the Entity,
Prefer President/Vice President.)

ATTEST:

Print Name

By: _____

Name: _____

Title: _____

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF _____:

_____(Person authorized to sign for the Entity) and _____ as
_____(Authorized person's title) and Vice President respectively, of
_____(Consultant) acknowledged the foregoing instrument before me this
_____ day of _____, 20____, 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.

(Minimum of three original documents executed by the Consultant and delivered to the City Attorney's Office by deadline)

EXHIBIT 1

