

TASK ORDER No. 6

Dated this _____ day of _____, 2015

CITY PROJECT No. 10851

KEITH and SCHNARS PROJECT No. 18068.09

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT

**Lake Ridge Sunrise Boulevard
Small 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 the replacement of existing undersized water mains both within Sunrise Boulevard and the residential neighborhoods to the north between Flagler and Federal Highway. The project was designed by CITY but never permitted. CITY is interested in transferring obligations as Engineer of Record (EOR) to CONSULTANT and completing the improvements through public bid process. Because a portion of the project is within FDOT right-of-way, a separate set of plans was prepared for use in pursuing a JPA with FDOT.

PROJECT DESCRIPTION

Project includes installation of approximately 4,000 LF of 8" water main and connection to existing 6" water mains recently constructed in the neighborhoods to the north. CONSULTANT shall, upon thorough review of design documents, assume the role as EOR, update plans and prepare the project for public bid.

Currently the proposed water mains are divided between two sets of plans; one for FDOT permitting showing improvements within Sunrise Boulevard, the other for BCDOH, showing improvements both in Sunrise and the neighborhoods to the north. The water mains in the neighborhoods to the north were installed in 2012. CITY was pursuing a JPA with FDOT using the plans prepared for Sunrise Boulevard. Plans are assumed to be sufficient both for the JPA and permit submittal to FDOT. However, with the FDOT Repair, Restoration and Rehabilitation ("RRR") project expected start of Summer 2015, it is assumed that the JPA is no longer an option. No FDOT permit submittals have been made.

Upon assuming the role as EOR, both sets of plans for BCDOH and FDOT, will be updated for permitting and bidding purposes. 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 combined with atlas and as-built information provided by CITY, CONSULTANT shall review existing plans as necessary to accept transfer of EOR. In reviewing plans, CONSULTANT shall address alignment, profile, service and hydrant connections, conflicts, existing utilities, and sufficiency of details. Assuming CITY's plans adequately identify existing conditions, CONSULTANT shall perform site visits to corroborate existing features relative to proposed improvements while confirming design assumptions. CONSULTANT's design review will include soliciting input from utility providers to confirm existing services. CONSULTANT assumes that sufficient test-hole information has been collected by CITY and that no further test holes are needed. Assuming design review results in no substantial modifications, appropriate revisions to the plans (title block and otherwise) will be made to indicate CONSULTANT as EOR.

In addition to plan review, CONSULTANT shall modify the second set of plans (improvements outside of Sunrise Boulevard) to include both plan and profile.

Deliverables: Revised Plans **Not to Exceed: \$15,460**

Task No. 05002 Permitting:

Upon completing Plan Revisions (task No. 05001) CONSULTANT shall prepare and submit applications to the appropriate permit authorities. Submittals will include both FDOT and BCDOH for improvements within Sunrise; and BCDOH for improvements within neighborhood to the north. Permit fees are to be paid by CITY.

Deliverables: Permit Modification **Not to Exceed: \$ 9,860.00**

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 Estimates **Not to Exceed: \$ 3,500.00**

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: \$10,740.00

Task No. 05005 Pre-Construction Services:

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

- Attend preconstruction meeting 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: \$ 6,080.00

Task No. 05006 Periodic Inspection Services:

CONSULTANT shall provide periodic inspection services as necessary to provide certification that improvements are 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: \$8,910.00

Task No. 05007 Certifications:

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. CONSULTANT assumes as a JPA, certification to FDOT will not be necessary.

Because the project includes over 16,000 LF of water main, CONSULTANT assumes in the interest of minimizing disruption, that improvements will be constructed in segments, each requiring partial certification. It is anticipated that up to four (4) Partial Certifications may be necessary. Each partial certification will include a complete submittal to BCDOH. 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 certification submittals to BCDOH. The last partial certification will include final certification and close-out of the project in entirety. 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.

CONSULTANT fees are to be invoiced using approved rates on a Not to Exceed basis. CONSULTANT's estimated fee for this service assumes up to 96 hours of effort.

Deliverables: Submittal to HRS	Not to Exceed:	\$6,360.00
Submittal to FDOT		

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 24 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 80 hours over the duration of the project.

CONSULTANT fees are to be invoiced using approved rates on a Not to Exceed basis. CONSULTANT's estimated fee for this service assumes up to 104 hours of effort.

Deliverables: (hourly services)	Not to Exceed:	\$5,880.00
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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 water mains 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. In addition, CONSULTANT shall prepare and provide a tentative schedule in Microsoft Project format.

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	\$15,460	n.a.	\$15,460	Not to Exceed
05002	Permitting	\$9,860	n.a.	\$9,860	Not to Exceed
05003	Construction Cost Estimate	\$3,500	n.a.	\$3,500	Not to Exceed
05004	Bidding Assistance	\$10,740	n.a.	\$10,740	Not to Exceed
05005	Pre-Construction Services	\$6,080	n.a.	\$6,080	Not to Exceed
05006	Periodic Inspection Services	\$8,910	n.a.	\$8,910	Not to Exceed
05007	Certifications	\$6,360	n.a.	\$6,360	Not to Exceed
05008	Meetings & Response to RFI's	\$5,880	n.a.	\$5,880	Not to Exceed
TOTAL				\$66,790	

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: _____

Print Name

Tim Hall, P.E.
Vice President, Civil Engineering

ATTEST:

Print Name

By: _____

Mark Moshier, P.E.
Secretary

(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.

EXHIBIT A

Labor Category		Associate 1		Associate 2		TECHNICIAN (Sr. Associate)		ENGINEER (Sr. Project Mgr.)		DIRECTOR		Total Hours	Labor Cost (\$)
Percent Utilization (rounded)		2.8%		12.9%		36.5%		44.3%		3.8%			
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			80	7,200	24	2,760	32	4,800	4	700	140	15,460
05002	Permitting	8	640	8	720			52	7,800	4	700	72	9,860
05003	Construction Cost Estimate					20	2,300	8	1,200			28	3,500
050043	Bidding Assistance	16	1,280			24	2,760	40	6,000	4	700	84	10,740
050054	Pre-Construction Services					32	3,680	16	2,400			48	6,080
050065	Periodic Inspection Services					64	7,360	8	1,200	2	350	74	8,910
050076	Certifications					24	2,760	24	3,600			48	6,360
050087	Meetings & Responses to RFI's			8	720	24	2,760	16	2,400			48	5,880
Totals		24	1,920	96	8,640	180	24,380	196	29,400	14	2,450	542	66,790