

**TASK ORDER No. 10**

**Dated this       day of       , 2016**

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**STORMWATER OPERATIONS PROJECTS**

**PROFESSIONAL SERVICES**

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation ("CITY") and Keith and Schnars, P.A., a Florida corporation, ("CONSULTANT") is pursuant to the No. 626-10881-5 Consulting Services Agreement dated November 6, 2012 and expiring on November 05, 2016 ("MASTER AGREEMENT").

**PROJECT BACKGROUND**

The project includes providing design and construction management engineering services of stormwater improvements to address emergency operations projects within the city of Fort Lauderdale. Projects may include storm drain lines repairs, drainage structures replacement, transmission improvements/replacement of pipes, outfall retrofitting and repairs, one way valve installations, management of CITY's contractors and coordination of assigned task with stormwater operation division and city inspectors.

The CONSULTANT shall provide in-house staff to work in the office of the City's Project Manager or other location, to assist CITY staff in any of the tasks outlined in the MASTER AGREEMENT scope of services. Working hours for the assigned staff person(s) shall be under the City's normal working hours ( 8.00 AM to 5 PM) unless modified by the City's Project Manager and approved by the Consultant's Project Manager.

The estimated projects to be included in this task order consist of approximately 15 stormwater operations projects with an estimated 1,000 hours of project engineering and construction management consulting services for an Associate 2 and/or Engineer as per MASTER AGREEMENT.

**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 other information necessary for construction. The design shall be accurate, coordinated and in all respects adequate for construction and shall be in conformity, and comply, with all applicable law, codes, permits, and regulations.

**Quality Control**

The CONSULTANT is responsible for quality control (QC) of their work and of its sub-consultants to meet the deliverables included in this task order. The CONSULTANT shall provide a list of sub-consultants for the project, which will not be changed without the approval

of the CITY's Project Manager. All sub-consultant document submittals shall be submitted by the sub-consultant directly to the CONSULTANT for their independent quality assurance/quality control review and subsequent submittal to the CITY.

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 and other deliverables. If requested by the CITY, the CONSULTANT shall provide the CITY with a marked up set of prints from a QC review. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

### **Permitting**

The CONSULTANT shall conduct all the necessary coordination with CITY departments and other regulatory agencies that have an interest, jurisdiction over and may require permits for this project. During the cost estimation preparation, the CONSULTANT shall provide an estimate for approvals/permits from all CITY and non-CITY departments/agencies, having an interest or jurisdiction over this project which include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- Broward County EPGMD
- Others as applicable

### **SPECIFIC SCOPE OF SERVICES**

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

The CONSULTANT shall provide in-house staff to assist CITY staff in any of the tasks outlined below:

#### **Task No. 05001 – Investigation and Field Observation**

- The CONSULTANT shall evaluate environmental report for stormwater complaints recorded in CITY's Qalert system and perform field investigations
- The CONSULTANT shall provide engineering recommendations and solutions
- The CONSULTANT shall coordinate with the annual stormwater contractor onsite to review project issues and possible solutions.
- The CONSULTANT shall evaluate the need for surveying services and coordinate with CITY's surveying department and engineering staff

**Deliverables:** Evaluation of environmental reports, engineering recommendations and provide solutions to CITY staff

**Not to Exceed:        \$42,000.00**

**Task No. 05002 – Engineering design and Preparation of Construction Documents**

- The CONSULTANT shall identify key constructability issues.
- The CONSULTANT shall prepare engineering plans for CITY review using engineering software
- The CONSULTANT shall request a cost estimate from the annual stormwater contractor
- The CONSULTANT shall review and comment on the cost estimate provided by the Annual Stormwater Contractor and create a Task order using CITY format, which shall be routed for City Manager approval
- The CONSULTANT shall assist in coordination with state agencies, county, city, utility companies, property owners and the public as needed to resolve issues, provide information, and gather data relating to the tasks involved

**Deliverables:** Engineering documents and construction specifications that will allow CITY to bid out projects or issue task order(s) to annual stormwater contractors.

**Not to Exceed:        \$21,000.00**

**Task No. 05003 – Construction Management Administration**

- CONSULTANT shall review the shop drawings and submittals, answer RFI's, and respond to requests for changes
- CONSULTANT shall review field observation provided by the City inspector and evaluate Construction Contractor's suggestions for modifications in drawings or specifications
- CONSULTANT shall assist contractor and CITY staff in resolving construction problems in regards to the projects assigned
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications
- The CONSULTANT shall review pay request from the Contractor, approve or disapprove and route for payment
- The CONSULTANT shall evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor
- The CONSULTANT shall review as-built drawings provided by the Contractor and provide written comments to the City

**Deliverables:** CONSULTANT shall provide all reports, project files, and project communications in an appropriate filing system according to current public works – engineering protocols.

**Not to Exceed:        \$42,000.00**

**Task No. 05004 – Direct Reimbursable Expenses**

- Reimbursable expenses as per article 7 section 7.2 of the MASTER AGREEMENT

**Not to Exceed:        \$4,500.00**

### **PROJECT ASSUMPTIONS**

- CITY shall provide access to site.
- City shall provide all necessary documents and access to CITY files to allow consultant to perform contracted services

### **ADDITIONAL SERVICES**

If authorized in writing by the CITY, and as an approved 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 at the hourly rate stipulated in the MASTER AGREEMENT.

CONSULTANT'S fees are based upon an assumed level of services necessary for completion of the tasks 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 estimated projects to be included in this task order consist of approximately 15 stormwater operations projects with an estimated 1,000 hours of project engineering and construction management consulting services for an Associate 2 and/or Engineer as per MASTER AGREEMENT.

### **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 A attached hereto and made a part hereof. Pay applications shall be detailed and submitted monthly.

## **TERMS OF COMPENSATION**

Services will be provided for the following Not-to-Exceed amounts (See exhibit A):

Task No	Task Title	Labor Fees		Total	Payment Method
		Consultant	Subconsultant		
05001	Investigation and Field Observation	\$42,000	n.a.	\$42,000	Not to Exceed
05002	Engineering design and Preparation of Construction Documents	\$21,000	n.a.	\$21,000	Not to Exceed
05003	Construction Management Administration	\$42,000	n.a.	\$42,000	Not to Exceed
05004	Direct Reimbursable Expenses	\$4,500	n.a.	\$4,500	Not to Exceed
TOTAL				\$109,500	

## **CITY CONTACTS**

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

**Daniel Rey, E.I.**  
Project Manager II  
Public Works  
City of Fort Lauderdale  
City Hall, 4<sup>th</sup> Floor Engineering  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301  
(954) 828-7150  
[DRey@fortlauderdale.gov](mailto:DRey@fortlauderdale.gov)

**Elkin Diaz, MBA, PE, PMP**  
Senior Project Manager  
Public Works  
City of Fort Lauderdale  
City Hall, 4<sup>th</sup> Floor Engineering  
100 N. Andrews Ave.  
Fort Lauderdale, FL 33301  
(954) 828-6539  
[EDiaz@fortlauderdale.gov](mailto:EDiaz@fortlauderdale.gov)

## **CONSULTANT CONTACTS**

**Consultant POC**  
Jake Ozyman, P.E.  
Director of Civil Engineering  
6500 North Andrews Avenue  
Fort Lauderdale, FL 33309  
Email: [jozyman@ksfla.com](mailto:jozyman@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:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

Approved as to Legal Form:

\_\_\_\_\_  
Rhonda Montoya Hasan  
Assistant City Attorney

**CONSULTANT**

**WITNESSES**

C. Skiff  
Signature  
Carrie Skiff  
Print Name

Becky Schoenfeld  
Signature  
Becky Schoenfeld  
Print Name

Keith and Schnars, P.A., a Florida corporation

By Errol S. Kalayci  
Errol S. Kalayci, Esq.  
Chief Operating Officer

**ATTEST:**

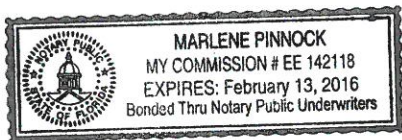
By: Mark Moshier  
Mark Moshier, P.E.  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

Mark J. Moshier and Errol S. Kalayci as Secretary and Vice President respectively, of KEITH and SCHNARS, P.A. a Florida corporation, acknowledged the foregoing instrument before me this 3rd day of February, 2016, on behalf of the corporation. They are personally known to me and did not take an oath.

(SEAL)



Marlene Pinnoch  
Notary Public, State of Florida  
(Signature of Notary taking Acknowledgment)

Marlene Pinnoch  
Name of Notary Typed, Printed or Stamped

Personally known ✓ or Produced identification \_\_\_\_\_

Type of Identification \_\_\_\_\_

**EXHIBIT A**

Labor Category		Associate 2		ENGINEER (Sr. Project Mgr.)		Total Hours	Labor Cost (\$)
Percent Utilization		90.9%		9.1%			
Labor Rate		\$90/hr		\$150/hr			
Task No	Task Title	Hours	Subtotal (\$)	Hours	Subtotal (\$)		
05001	Investigation and Field Observation	400	36,000	40	6,000	440	42,000
05002	Engineering design and Preparation of Construction Documents	200	18,000	20	3,000	220	21,000
05003	Construction Management Administration	400	36,000	40	6,000	440	42,000
05004	Direct Reimbursable Expenses	-	-	-	-	-	4,500
Totals		1,000	90,000	100	15,000	1,100	109,500