



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 04/08/2016

DOCUMENT TITLE: Task Order 10 – Design and Construction Management Engineering Services for Stormwater Options Projects – Keith and Schnars, P.A., Inc. \$109,500

COMM. MTG. DATE: 04/05/2016 CAM #: 16-0334 ITEM #: CM-11 CAM attached: ☒ YES ☐ NO

Routing Origin: CCO Router Name/Ext: LauraC/6313 Action Summary attached: ☒ YES ☐ NO

CIP 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.

1) City Clerk's Office: Granicus document attached: ☐ YES ☒ NO 3 # of Originals routed: None
Date to CAO: 04/08/2016 NOTE: Executed Agreements in Granicus – Does CAO have these originals?
rec'd 4/20/16

2) City Attorney's Office: Documents to be signed/routed? ☐ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☐ YES ☐ NO Approved as to Form: ☐ YES ☐ NO

Date to CCO: 4/21/16

Attorney's Name

Initials

3) ~~City Clerk's Office: # of originals: _____ Routed to: Name/Dept/Ext _____ Date: _____~~

4) ~~Dept: _____ Router Name/Ext: _____ # of originals routed: _____ Date to CCO: _____~~

5) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 4/21/16

6) City Manager's Office: CMO LOG #: Apr-52 Document received from: Wendy-CCO

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward _____ originals to ☐ Mayor ☒ CCO

4/25/16

7) ~~Mayor/CRA Chairman: Please sign as indicated: Forward _____ originals to CCO for attestation/City seal (as applicable)~~

8) City Clerk's Office: Retains 1 original and forwards 2 original(s) to: Daniel Ray/7/50
Return one fully executed original to CCO ☐ YES ☒ NO Attach _____ certified Reso # _____ ☐ YES ☒ NO
Original Route form to CCO

2016 APR 26 PM 6:17

CITY CLERK

TASK ORDER No. 10

Dated this 5th day of April, 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 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, 4th Floor Engineering
 100 North Andrews Avenue
 Fort Lauderdale, FL 33301
 (954) 828-7150
DRey@fortlauderdale.gov

Elkin Diaz, MBA, PE, PMP
 Senior Project Manager
 Public Works
 City of Fort Lauderdale
 City Hall, 4th Floor Engineering
 100 N. Andrews Ave.
 Fort Lauderdale, FL 33301
 (954) 828-6539
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
 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

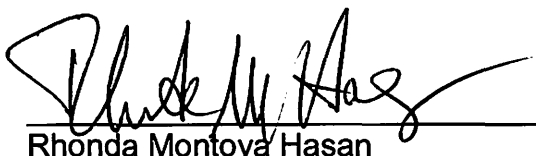
(CORPORATE SEAL)

ATTEST:



Jeffrey A. Modarelli, City Clerk

Approved as to Legal Form:



Rhonda Montoya Hasan
Assistant City Attorney

4/28/13 1:10 PM

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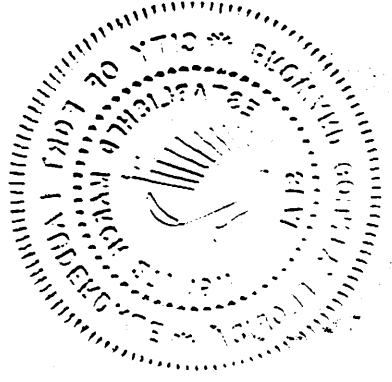
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CONSULTANT

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 _____

4 FEB 16 11:45 AM

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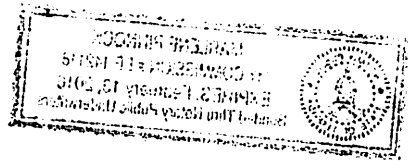
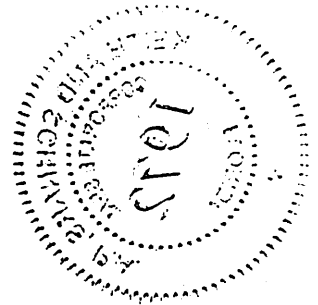


EXHIBIT A

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