TASK ORDER No. 11

Dated this	day of	, 2016

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT 915 NE 3RD AVENUE STORMWATER IMPROVEMENTS

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 authorized to transact business in Florida, ("CONSULTANT") is pursuant to the Continuing Contract for Civil Engineering Consultant Services Agreement (No. 626-10881-5) dated November 6, 2012, extended by the City Commission on October 20, 2015 and expiring on November 5, 2016 ("MASTER AGREEMENT").

PROJECT BACKGROUND

This Project is part of the Stormwater Master Plan Phase I for drainage improvements within the neighborhood referred to as Progresso Village. The project area is approximately 10 acres and is bounded by Sunrise Boulevard to the north, NE 2nd Avenue to the west, Progresso Drive to the southeast, and NE 4th Avenue to the northeast. Currently, storm related flooding is affecting both public and private properties in the area, creating ponding which persists for more than 72 hours after the initial rainfall. In addition, during higher intensity storm events the peak flood stages exceed the existing buildings' finished floor elevations. It is also affecting the public's ability to safely access the road. The primary flooding issues occur at the intersection of NE 3rd Avenue and NE 9th Street.

The following concerns have been stated by residents and verified by Public Works staff:

- a. Frequent flooding and ponding occurs during most stormwater events due to inadequate drainage infrastructure.
- b. Deep water on the street prevents the residents from entering and exiting their properties during storm events, forcing pedestrian and vehicle traffic to the center line of road to avoid deep waters.
- c. Existing stormwater infrastructure is impacted by high tides through a connection to the New River and Middle River.
- d. The CITY's existing stormwater infrastructure becomes overloaded during high tide events, and is additionally impacted by runoff from a drainage connection to the Broward County stormwater system.

PROJECT DESCRIPTION

The project includes the design of stormwater improvements to address documented flooding issues in the project area. Specifically, the design will be aimed at improving the flooding condition in the right-of-ways in the tributary area and meeting a level of service (LOS) of a 10 year 1 day storm event.

The project area is located within the Progresso Neighborhood (see "Exhibit 1" for project location). This Task Order consists of a drainage analysis of the existing stormwater conveyance system to determine solutions for flooding specific to the project area. A proposed drainage system analysis and recommended design (plans and specifications) shall be provided as part of the full drainage report. The design may include a drainage well and exfiltration trenches while allowing for future infrastructure implementation such as pump stations.

GENERAL REQUIREMENTS

Design Standards

The CONSULTANT shall be solely responsible for ensuring all the standards the work requires are met 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 the quality control (QC) of their work and of its sub-consultants. The CONSUTLANT shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

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, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this Task Order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

Project Schedule

The CONSULTANT shall submit a preliminary project schedule as an exhibit to this Task Order. The schedule shall be prepared in Microsoft Project, and it shall include a work breakdown structure (WBS) with sufficient decomposition to track progress of the work packages forming

the scope of work of the task order. The preliminary schedule utilizes an estimated Notice-To-Proceed (NTP) date based on best available information.

The CONSULTANT shall develop a final project schedule with the CITY's Project Manager within five business days after receiving the official NTP from CITY and prior to the CONSULTANT beginning work. The final schedule shall include design and permitting activities, review submittal timeframes, and other project activities as applicable. The final schedule shall be prepared in Microsoft Project. The CONSULTANT shall submit updated project schedules as indicated in the specific scope of services.

Permitting

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

- a. South Florida Water Management District (SFWMD)
- b. Broward County Environmental Licensing and Building Permitting Division (ELBPD)
- c. Fort Lauderdale Development Review Committee (DRC)
- d. Fort Lauderdale Planning and Zoning Board

SPECIFIC SCOPE OF SERVICES AND DELIVERABLES

This Task Order will cover all engineering services required to perform a drainage study and design solution for the existing stormwater drainage system that serves the intersection of NE 3rd Avenue and NE 9th Street. The CONSULTANT is responsible for all work of their subconsultants/subcontractors to meet the deliverables included on this Task Order.

The scope of services to be provided by the CONSULTANT shall be as follows:

TASK 1 – 30% DESIGN SUBMITTAL

1.1. 30% Drainage Report - The CONSULTANT shall review and extend the initial engineering investigation from previous consultant's reports to prepare a drainage analysis to determine drainage improvements required to satisfy the CITY's floodway protection criteria. The proposed drainage system shall comply with South Florida Water Management District (SFWMD), Broward County Surface Water Management Division (BCSWM), and the Florida Department of Environmental Protection (FDEP). The CONSULTANT shall utilize record drawings, survey data, and an existing drainage analysis created by other consultants provided by the CITY to conduct a drainage analysis of the project limits. The analysis shall provide guidance in identifying the drainage system deficiencies near NE 3rd Avenue and NE 9th Street. This study shall be developed using ICPR hydraulic software. High resolution BC GIS aerial imagery shall be used to develop a land use area breakdown. CONSULTANT shall prepare a summary report with the findings of the analysis including a description of the existing conditions, a model input summary, a post-model of potential improvements, and a recommendation for effective improvements that coincide with

the CITY's needs. Within 10 working days of receiving the drainage report submittal, the CITY shall inform the CONSULTANT with a recommendation on how to proceed with the proposed design. CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with a design alternative. CONSULTANT shall contract with a subcontractor for Subsurface Utility Exploration (SUE) in locations that have a high probability of potential utility conflicts. This task shall include up to ten (10) test holes in locations determined by the CONSULTANT.

- 1.1.1. **Design Alternative 1** CONSULTANT shall include in the 30% drainage report a design that meets the CITY's road protection criteria (10 year 1 day storm event), including the use of stormwater injection wells.
- 1.1.2. Design Alternative 2 CONSULTANT shall include a design alternative that best meets the Level of Service (LOS) corresponding to the available construction budget.
- 1.2. Hydrogeological Hydrogeological work will be performed by a subconsultant, Terracon Consultants, Inc. (Terracon). The Reasonable Assurance Report (RAR) will ensure that discharge will occur below a semi-confining layer into a G-III aquifer (Total Dissolved Solids [TDS] concentration greater than 10,000 milligrams per liter) as dictated by the Florida Administrative Code (FAC). The RAR will be required for permitting through FDEP.
- 1.3. 30% Construction Documents The CONSULTANT shall attend a coordination meeting with the CITY to finalize the preliminary design drawings. CITY shall inform the CONSULTANT within 10 days of receiving the 30% drainage report and cost estimate submittals on how to proceed with the proposed design. CONSULTANT shall also obtain all necessary approvals from the CITY prior to proceeding with a design alternative. CONSULTANT shall prepare and submit meeting minutes.
- 1.4. 30% Cost Estimate The CONSULTANT shall prepare a preliminary cost estimate based on the 30% drainage report for both Design Alternative 1 and Design Alternative 2. CONSULTANT shall work with the CITY to bring the project within the available construction budget.
- 1.5. Project Schedule Update The CONSULTANT shall update the approved schedule and task order breakdown as part of this Task Order for CITY review and approval. The updated schedule shall include deliverable dates, milestones, and QA/QC time. CITY review time frame shall not be less than seven business days per submittal. The approved schedule baseline will only change due to unforeseen conditions or for causes beyond the CONSULTANT control. All subcontractors shall agree to schedule prior to Task Order approval. Any change in the schedule baseline shall be approved by the CITY. Schedule shall be delivered in MS Project file and PDF file types.
- 1.6. The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record, and submit meeting minutes to the CITY.

Task 1 Deliverables:

One set of 10% Review Plans in electronic and 24"x36" paper format

- One set of 30% drainage report and electronic copies of all files in original format and PDFs
- One (1) copy of the 30% cost estimate for:
 - Design Alternative 1
 - o Design Alternative 2
- One (1) Reasonable Assurance Report
- One (1) signed/sealed Geotechnical report with recommendations for well design
- One original set (24"x36") of the 30% design package and electronic copies of all files in original format and PDFs
 - One (1) copy of the updated project schedule on a monthly basis

Not to Exceed:

\$52,353.88

TASK 2 - 90% DESIGN SUBMITTAL

- 2.1. 90% Construction Documents The CONSULTANT shall provide full design alternative plans and specification including Paving Grading and Drainage (PGD) Plans, Stormwater Pollution Prevention Plans, Maintenance of Traffic (MOT) Plans, Paving Grading and Drainage Details, Demolition Plans, Pavement Marking and Signage (PMS) Plans (if applicable), Utility Relocations Plans (if applicable), and Specifications. Plans shall include 30% markups provided by the CITY.
- 2.2. Permitting and Approvals The CONSULTANT shall obtain permits and approvals for 915 NE 3rd Avenue Stormwater Improvements to allow the CITY to bid out the construction of the project. This includes responding to all permitting agencies' comments. This item does not include permit fees, which are reimbursable expenses paid per contract agreement clauses. The permitting and approval agencies may include but are not limited to:
 - 2.2.1. FDEP Underground Injection Control
 - 2.2.2. SFWMD
 - 2.2.3. Environmental Licensing and Building Permitting Division (BCELBPD)
 - 2.2.4. City of Fort Lauderdale Engineering and Building Departments
 - 2.2.5. City of Fort Lauderdale Development Review Committee
 - 2.2.6. City of Fort Lauderdale Planning And Zoning
- 2.3. **Project Schedule** The CONSULTANT shall update and submit in MS Project file and PDF file, the project schedule on a monthly basis.
- 2.4. The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. The CONSULTANT shall prepare the agenda, record and submit meeting minutes.

Task 2 Deliverables:

- Three (3) Original sets of the 90% design package signed and sealed, together with an electronic copy
- All applicable permits and approvals include but are not limited to the following:
 - o FDEP Underground Injection Control Permit
 - o Environmental Resource Permit

- o Surface Water License
- Engineering and CITY Building Department
- One (1) copy of the updated project schedule on a monthly basis

Not to Exceed:

\$38,810.00

TASK 3 - 100% DESIGN SUBMITTAL

- 3.1. 100% Construction Documents The CONSULTANT shall submit Paving Grading and Drainage (PGD) Plans, Stormwater Pollution Prevention Plans, Maintenance of Traffic (MOT) Plans, Paving Grading and Drainage Details, Demolition Plans, Pavement Marking and Signage (PMS) Plans (if applicable), Utility Relocations Plans (if applicable), and Specifications. CONSULTANT shall coordinate specifications and drawings and prepare construction drawings based on design development drawings. Drawings shall incorporate final mark-ups made by the CITY (including 30% and 90% mark-ups), and all regulatory agencies' comments will be implemented. The CONSULTANT shall apply sustainable design principles. The CONSULTANT shall conduct and respond to constructability reviews made by the CITY on the 100% document submittals.
 - 3.1.1. 100% Cost Estimate The CONSULTANT shall prepare the cost estimate at 100% of the construction drawings and shall propose and make changes to the design if required to bring it within the construction budget.
 - 3.1.2. 100% Drainage Report The CONSULTANT shall prepare a final drainage report based on the existing conditions and the proposed design in order to determine the drainage requirements and the cost of the project. The final drainage report shall justify the final proposed solution. It shall also compile challenges, alternative designs, and recommendations. The proposed drainage system must be adequate based on South Florida Water Management District (SFWMD) criteria, Broward County criteria, and must satisfy LOS set forth by the CITY from the 30% design submittal.
- 3.2. The CONSULTANT shall attend one (1) coordination meeting with the CITY to address review comments. CONSULTANT shall prepare the agenda, record and submit meeting minutes.

Task 3 Deliverables:

- Three (3) original sets signed and sealed of the 100% design package, together with an electronic copy in original format and PDFs
- One (1) copy of the construction cost estimate
- One (1) copy of the 100% drainage report
- Updated project schedule on a monthly basis

Not to Exceed:

\$23,580.00

PROJECT ASSUMPTIONS

Specific assumptions for the project:

- The CONSULTANT shall coordinate with CITY and/or property owners to obtain access to properties as needed.
- The CONSULTANT shall review City, County, and State records, data and/or the prior engineering analysis and derive the appropriate engineering solution to address the flooding. CONSULTANT shall prepare hydraulic, water quality, flood plain watershed modeling and analysis utilizing ICPR IV for the preparation of the recommended alternatives associated with the stormwater management system within the project's tributary area. CONSULTANT shall calibrate the models to be consistent with observable conditions.
- CONSULTANT shall provide all ICPR files in original format to be used by CITY at its own discretion for all future projects.
- CITY will provide the existing SWMM (*.inp) file from the CDM Stormwater Master Plan.
- CONSULTANT shall provide all subcontractors and equipment necessary to conduct all tasks included in this Task Order.

CITY'S RESPONSIBILITIES

- CITY shall provide all available existing survey data, project records, drawings, reports, studies, etc.
- The CITY's Project Manager, or a designated representative, will coordinate the project for the CITY.
- The CITY will provide decision on which design alternative to proceed with for the development of the design plans.
- CITY shall provide payment for all applicable permit fees.
- CITY shall provide meeting attendance within a reasonable period upon request.
- CITY shall provide timely review of submittals.

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 will pay for these additional services as stipulated in the Master Agreement.

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:

- A pressurized drainage well design with a pump station.
- Architectural, non-civil structural (i.e. very large retaining walls, bridges, docks, etc.), power, gas, telephone, cable television, site lighting services.
- Construction quality control inspections.
- 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., sealed survey, easement research, condominium documents,).
- Professional services required due to conditions different from those itemized under the Scope of Services or due to events reasonably beyond the control of Keith and Schnars, P.A.
- Professional services required, due to significant changes in the site plan initiated by the CITY after either design or preparation of the construction drawings has commenced.
- Construction services other than those specifically stated in the above scope of services.

PERFORMANCE SCHEDULE

The CONSULTANT shall perform the services identified in Task 1 through 3 inclusive within 170 working days of the written Notice-To-Proceed as shown on the schedule in Exhibit "2".

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 3" attached hereto and made a part hereof this Task Order. Pay applications requests shall be prepared with the approved CITY's pay application request format. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval on a monthly basis. Once the CITY's Project Manager approves the CONSULTANT's pay application request, the CONSULTANT may submit it to the CITY's account payable department via email (AcctsPayable@fortlauderdale.gov). Pay application requests shall be submitted monthly or as allowed by the CITY's Project Manager.

CONSULTANT shall submit the following back up documentation with each pay application request(s):

- A task order progress report noting work completed, pending, risks, issues or input needed form CITY.
- Timesheets of CONSULTANT staff and sub-consultant staff, verifying hours billed in the pay application request.
- Updated schedule in MS Project.

CITY will only process CONSULTANT pay application requests by percentage of task order completed, accepted, and delivered as described in the task order sections.

TERMS OF COMPENSATION

Services will be provided for the following Not-to-Exceed amounts:

Task	To b Tide	Lab	or Fees		Payment
No	Task Title	Consultant	Subconsultant	Total	Method
11001	30% DESIGN SUBMITTAL	\$25,260.00	\$27,093.88	\$52,353.88	Not to Exceed
11002	90% Design Submittal	\$32,810.00	\$6,000.00	\$38,810.00	Not to Exceed
11003	100% Design Submittal	\$21,480.00	\$2,100.00	\$23,580.00	Not to Exceed
			TOTAL	\$114,743.88	Not to Exceed

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to AcctsPayable@FortLauderdale.gov. All other correspondence and submittals should be directed to the attention of Daniel Rey, Project Manager, 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
City of Fort Lauderdale
City Hall, 4th Floor Engineering
100 North Andrews Avenue
Fort Lauderdale, FL 33301
954-828-7150
Drey@fortlauderdale.gov

Annalise Mannix, P.E., PMP Senior Project Manager City of Fort Lauderdale City Hall, 4th Floor Engineering 100 N. Andrews Ave. Fort Lauderdale, FL 33301 (954) 828-4355 AMannix@Fortlauderdale.gov

CONSULTANT CONTACTS

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) 351-764

CITY

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the date first

above written.	,
ATTEST:	CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.
JEFFREY A. MODARELLI City Clerk	LEE R. FELDMAN, City Manager
(SEAL)	Approved as to form:
	RHONDA MONTOYA HASAN Assistant City Attorney

CONSULTANT

WITNESSES:	Keith and Schnars, P.A., a Florida corporation
Signature Print Name	By: Errol S. Kalayci, Esq. Vice President and COO
Signature Print Name	By: Tanzer H. Kalayci, P.E. President and CEO
(CORPORATE SEAL)	
STATE OF FLORIDA: COUNTY OF BROWARD:	
The foregoing instrument was, 2016, by	acknowledged before me thisday of of Keith and who is personally known to me or has produced eation.
(SEAL)	Notary Public, State of Florida (Signature of Notary taking Acknowledgement)
	Name of Notary Typed, Printed or Stamped
	My Commission Expires
	Commission No.

Exhibit 1: Location Map



Project: 915 NE 3rd Avenue - S Date: Mon 4/4/16 20 17 = 19 18 15 7 13 12 10 6 5 4 w 2 **→** 🞚 --₽♦Φ A Ą Ą A Ą Ņ Ą A Ą Ą A. A ¥ ¥ 915 NE 3rd Avenue - Stormwater Improvements 121 days Task Name Project Schedule Update Task 3 - 100% Design Submittal Task 2 - 90% Design Submittal Review by City of Fort Lauderdale Internal Review - QA/QC Task 1 - 30% Design Submittal 30% Design of Proposed Improvements, Modelling, Preparation of Construction Documents and Cost Estimate **Bidding Assistance** Project Schedule Update Preparation 100% Construction Documents, 10 days 100% Cost Estimate, Final Drainage Report Project Schedule Update Preparation 90% Construction Documents, 25 days 90% Cost Estimate Geotechnical Investigation - Field Work, Analysis of Findings, RAR Internal Review - QA/QC Internal Review - QA/QC Review by City of Fort Lauderdale Review by City of Fort Lauderdale Review, Analysis and Modelling of Existing 5 days Task Split Milestone Project Summary
 Inactive Task 20 days 1 day 2 days 1 day 20 days 7 days 2 days 55 days 7 days 10 days 33 days 2 days 15 days 10 days 1 day 40 days Duration Summary Mon 8/15/16 Mon 7/11/16 Tue 9/20/16 Mon 10/17/119 Thu 8/25/16 Wed 9/7/16 12 Thu 9/1/16 Mon 10/17/1 Mon 5/2/16 Mon 10/17/16 Mon 9/19/16 Mon 9/19/1618 Thu 9/8/16 Fri 9/9/16 17 Fri 9/23/16 Fri 9/23/16 14 Fri 8/26/16 Thu 9/22/16 13 Wed 8/17/16Thu 8/25/16 12 6/27/16 Mon 7/11/16Fri 9/23/16 Thu 6/30/16 Fri 7/8/16 Wed 6/29/16 Wed 6/29/167 Mon 6/6/16 Fri 6/24/16 Mon 5/23/16Fri 6/3/16 5/16/16 Mon Mon 5/2/16 Fri 5/13/16 Mon 5/2/16 Fri 6/24/16 Start Fri 8/12/16 9 Tue 8/16/16 11 Fri 5/20/16 3 Tue 6/28/16 6 Finish Inactive Summary Manual Task Inactive Milestone Predecessors EXHIBIT 2

CITY PROJECT NO. 12064

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT
915 NE 3⁵⁰ AVENUE STORMWATER IMPROVEMENTS eb14,116 Mar13,116 Apr10,116 May 8,116 Jun 5,116 Jul 3,116 Jul 3,116 Aug 28,116 Sep 25,116 Oct 23,116 Nov 20,116 Dec 18,116 Jun 15,117 Seb 12,117 Mar12,117 Apr9, 1 5 F W M S T T S F W M S T T T S F W M S T T S F W M S T Manual Summary Manual Summary Rollup Duration-only Terracon GC[80%],JH[50%],JO[10%],JPH[5%],GIT[50%] GIT[30%],GC[80%],JO[20%],JPH[5%],JH[50%] City of Fort Lauderdale 6/29 ₩ JH[50%],JO[50%] City of Fort Lauderdale Finish-only External Tasks Start-only 8/16 GC[80%],JH[60%],JPH[5%],GIT[25%],JO[10%] City of Fort Lauderdale u n **▶** JH[60%],JO[10%],GC[80%],GIT[25%],JPH[5%] 9/9 GC[20%],JPH[10%] Į ¥ Deadline Critical External Milestone GC[15%],JPH[5%],JO[5%],JH[10%] Progress Manual Progress Critical Split

TOTAL \$
114,743.88

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	Review, Analysis and Modelling of Existing Conditions	2	\$ 120.00	32	\$ 2.880.00		\$ 2,500.00		\$ 1,200,00	T	\$ 1,200,00		1	70	
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	Task 2- 90% Design Submittal														-
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11002	Internal Review - QA/QC, Project Schedule Update	0	\$ -	0		8	\$ 1,000,00		\$ 1,200.00	0	5				
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	Drainage Report	4	\$ 240.00	60	\$ 5,400.00	40	\$ 5,000.00	12	\$ 1,800,00	14	\$ 2,100,00	0		130	\$ 14,540,00
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															\$ 23,580,00

EXHIBIT 3

CITY PROJECT NO. 12064

FORT LAUDERDALE PUBLIC WORKS DEPARTMENT
915 NE 3rd Avenue Stormwater Improvements