

**TASK ORDER NO. 34**

**Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017**

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT  
GEORGE T. LOHMEYER WASTEWATER TREATMENT PLANT RENEWAL AND  
REPLACEMENT REPORT UPDATE  
CITY PROJECT #12292**

**PROFESSIONAL SERVICES**

This Task Order between the City of Fort Lauderdale, a Florida municipal corporation ("CITY") and CDM Smith Inc., a Massachusetts corporation authorized to transact business in Florida, formerly known as Camp Dresser & McKee Inc. ("CONSULTANT"), is pursuant to the 606-10482 General Wastewater Consulting Professional Architectural – Engineering Services agreement dated May 3, 2011 and expiring on May 2, 2018 ("MASTER AGREEMENT").

**PROJECT BACKGROUND**

The City of Fort Lauderdale's contract with the large users of the Central Regional Wastewater System includes the requirement for the City's wastewater consulting engineer to prepare an annual schedule that projects facility renewal and replacement costs over a 20-year span. This analysis estimates the amount of funding to be set aside by the City for anticipated renewal and replacement expenditure for the Central Regional Wastewater Treatment Facilities.

Under the Broward County Wastewater Facility Plan, developed in March 1978, in accordance with PL 92-500, the City was designated as the lead agent in the Central Wastewater Region to provide wastewater collection and treatment services. The Central Region includes the cities of Fort Lauderdale, Oakland Park and Wilton Manors; the Port Everglades Authority; and portions of Tamarac and the Town of Davie. Participating municipalities and entities own and operate their own wastewater collection systems consisting of gravity sewers, lift stations, and forcemains. The regional facilities, including the George T. Lohmeyer Regional Wastewater Treatment Plant, Repump Station B, and forcemains connecting the Repump Station to the plant, are owned by the City and are designated to intercept wastewater at the point of connection and then transport, treat and dispose of all wastewater collected within the Central Region.

The Agreements with the original Large Users of the Central Regional Wastewater System were signed in 1982; however, the "regional system" was not in full operation until G.T. Lohmeyer Wastewater Treatment Plant expanded to 38 million gallons per day in fiscal year 1984-85. The assumption was made that the end of the first 20-year contract period was fiscal year 2001-02, based on the understanding that the City began serving the large users in fiscal year 1982-83

and that the original Renewal and Replacement Fund Analysis (Hazen and Sawyer, 1983) assumed a 20-year period beginning in 1982.

Agreements between the City and the large users were amended in 2001. The current large users of the Central Regional Wastewater System are the cities of Oakland Park and Wilton Manors; portions of Tamarac and the Town of Davie; and Broward County's Port Everglades Authority. The amended agreements terminate on December 31, 2021. In accordance with Subsection C of Appendix A of the 2001 Large User Agreement Amendment, the replacement cost expenditures may include the following:

- Improvements with expected useful lives of greater or less than 20 years;
- Improvements which expand system capacity;
- Modifications or additions needed to accommodate new improvements which expand system capacity;
- Modification or additions needed to meet new regulatory requirements; and
- Modifications or additions needed to implement operational changes provided the estimated costs of each planned improvement does not exceed \$2 million and it is determined to be in the best interest of the Regional System to fund these improvements for the Renewal and Replacement account.

The collected replacement costs will be deposited into the Replacement and Improvements Reserve Account, as the City has no current Renewal and Replacement account, and replacement expenditures will be made directly from the account. This portion of the larger user's rate will be calculated annually using the following formula:

$$C = \frac{E - R}{Y}$$

Where:

C = the amount of replacement costs to be collected within the year;

E = the expected replacement costs for the subsequent 20-year period as shown by the Consulting Engineer's updated schedule;

R = the balance in the Replacement and Improvements Reserve Account; and

Y = 20 years or the number of years remaining in the expected life of the Regional Treatment Facilities, whichever is less.

In addition to this annual report, the City contracted Burton and Associates in 2011 to perform a cost of services analysis of the Central Regional Wastewater System, which affects large user rates.

## **GENERAL REQUIREMENTS**

### **Quality Control**

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the City the list of sub-consultants that 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 of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

## **SCOPE OF SERVICES AND DELIVERABLE**

### **Task 1.0 – Preparation of the Renewal and Replacement Report Update**

The Consultant services shall develop the 2016 Renewal and Replacement Report Update. Consultant Services shall include providing the following activities:

- Interview the operation staff at the wastewater plant and re-pump station;
- Conduct equipment inspections at the wastewater plant and re-pump station;
- Create the draft Section 1 with updated pictures and Exhibit's from last year's report based on above interviews and above equipment inspections;
- Provide internal quality technical review of draft reports;

- Distribute draft report for City review and comments.
- Finalize the annual report with the inclusion of the City comments from draft review; and
- Attend up to four (4) large user meetings and be prepared to answer questions from attendees.

**Deliverables:** The following deliverables shall be provided under Task 1.0:

- One (1) pdf copy of the draft report for City staff review and comments (via FTP or email site)
- One (1) pdf copy of the final report (via FTP or email site)

**Not-to-Exceed:                \$28,410**

### **CITY'S RESPONSIBILITIES**

1. Provide access to the wastewater plant and re-pump station B and E.
2. Make available Operations staff for the interviews.
3. Provide the estimated Replacement Fund Balance for fiscal year 2016-2017.
4. Provide input for Exhibits 3, 4 and 5.
5. Review the draft Section 1, Exhibit 1, and Exhibit 2 update and provide comments within two (2) weeks.
6. Print and bind final Renewal and Replacement Report Update for internal distribution.

### **PERFORMANCE SCHEDULE**

The CONSULTANT shall commence services immediately after the written Notice to Proceed. A project schedule will be provided by the CONSULTANT showing the anticipated durations of each task. The CONSULTANT shall prepare and provide a schedule in Microsoft Project format for all deliverables and milestones. The CONSULTANT shall prepare and submit a draft Exhibit 3 within 30 business days of written Notice to Proceed (NTP). The CONSULTANT shall prepare and submit a draft report within 70 business days from receiving a written NTP. The final report shall be submitted to the City within 10 business days from receiving the City's draft comments. The Consultant shall also attend the 2017 quarterly large user meetings, on an on-call, as-needed basis. The time of completion of this Task Order may be extended through the City's Contract Administration.

### **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 application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. 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.

### **TERMS OF COMPENSATION**

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

<b>Task No.</b>	<b>Task Title</b>	<b>Labor Fees</b>
1.0	Preparation of Renewal and Replacement Report Update	\$28,410.00
	<b>Task No. 34 Total NTE</b>	<b>\$28.410.00</b>

The total number of hours and fees for this Task Order are 198 and \$28,410.

### **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, Daniel Lizarazo, P.E. All other correspondence and submittals should be directed to the attention the CITY's 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 Lizarazo, P.E.**  
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) 828-6982  
[dlizarazo@fortlauderdale.gov](mailto:dlizarazo@fortlauderdale.gov)

**Jorge Holguin**  
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) 828-5675  
[jholguin@fortlauderdale.gov](mailto:jholguin@fortlauderdale.gov)

### **CONSULTANT CONTACTS**

**Timothy J. O'Neil, P.E., BCEE**  
1451 W. Cypress Creek Road, Suite 342  
Fort Lauderdale, FL 3309  
[Oneiltj@cdmsmith.com](mailto:Oneiltj@cdmsmith.com)  
(954) 319-3076

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY

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 MONTTOYA HASAN  
Assistant City Attorney

**CONSULTANT**

WITNESSES:

CDM SMITH, INC., a Massachusetts  
corporation authorized to transact business  
in Florida

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

\_\_\_\_\_  
Print Name as  
☐ CEO ☐ President ☐ Vice President

\_\_\_\_\_

\_\_\_\_\_  
[Witness print/type name]

(CORPORATE SEAL)

ATTEST:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_ as \_\_\_\_\_ of CDM Smith Inc., a  
Massachusetts corporation authorized to transact business in Florida, who is ☐ personally  
known to me or ☐ has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary Taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped



## **Exhibit A**

### **Fee Schedule**

**City of Fort Lauderdale**  
**LEVEL OF EFFORT ESTIMATING TOOL**

[Consulting Services](#)  
**Renewal and Replacement Report Update**  
**Task Order No. next**

07-Feb-17

Chinnery      Lakner      Monroe  
    Thomas      Pangasa  
    O'Neil

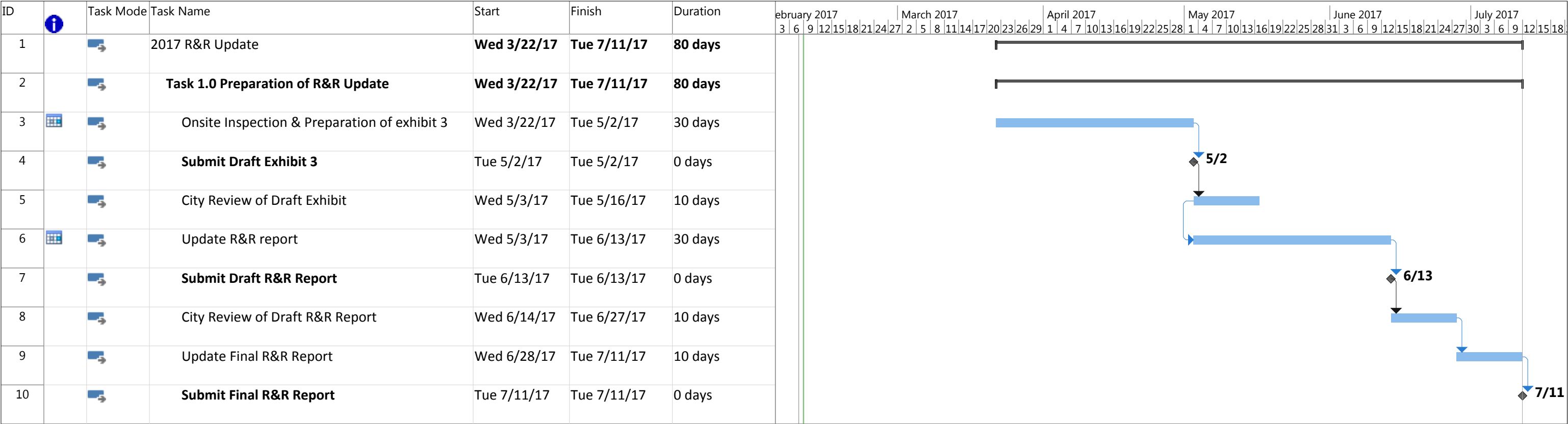
TASK AND DESCRIPTION	Senior Professional	Professional II	Project Administration	Senior QC Officer	TOTAL HOURS	LABOR COSTS
Other labor categories and hours may be applicable to the services as allowable in the Master Agreement. Anticipated staff names are listed above the column hours and are subject to change based upon work loads, other assignments, and availability.						
<a href="#">Task 1.0 Preparation of R&amp;R Report Update</a>	96	67	14	21	198	\$28,410
Estimated Hours	96	67	14	21	198	28,410
<a href="#">Labor Rates</a>	\$150.00	\$125.00	\$65.00	\$225.00		

CDM Smith Estimated Hours      198  
 CDM Smith Estimated Hourly Costs \$      28,410

Estimated Consulting Services \$      28,410 Not to Exceed

## **Exhibit B**

### **Project Schedule**



Project: 2017 R&R update sche  
Date: Thu 2/9/17

Task

Split

Milestone

Summary

Project Summary

Inactive Task

Inactive Milestone

Inactive Summary

Manual Task

Duration-only

Manual Summary Rollup

Manual Summary

Start-only

Finish-only

External Tasks

External Milestone

Deadline

Progress

Manual Progress