

**EXHIBIT "A"**  
**TASK ORDER**

**PROFESSIONAL SERVICES  
FOR  
NEIGHBORHOOD STREETS PROGRAM  
TASK ORDER NO. 13**

THIS TASK ORDER FOR PROFESSIONAL SERVICES ("Task Order" hereafter) is made on the \_\_\_\_ day of \_\_\_\_\_, 20\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City" hereafter) and **Baxter & Woodman, Inc.**, an Illinois corporation, whose local business address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida, 33401 ("Consultant" hereafter).

**1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein for the Neighborhood Streets Program. The services are generally described as: District 2, Year 4 Project Construction Engineering & Inspection (CEI) Services (the "Project").

**2.0 Scope**

Under this Task Order, the Consultant will provide the City of Lake Worth Beach Public Services Department with plans, specifications and/or construction inspection services for the Project as specified in the **Consultant's proposal attached hereto and incorporated herein as Exhibit "1"**.

**3.0 Schedule**

The services to be provided under this Task Order shall be completed within 180 calendar days from the City's approval of this Task Order or the issuance of a Notice to Proceed.

**4.0 Compensation**

This Task Order is issued for a lump sum, not to exceed amount of \$78,640.00. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount.

**5.0 Project Manager**

The Project Manager for the Consultant is Rebecca Travis, P.E. phone: 561-655-6175; email: rtravis@baxterwoodman.com; and, the Project Manager for the City is Richard C. Hasko, P.E., phone : (561) 586-1686 ; email: rhasko@lakeworthbeachfl.gov .

**6.0 Progress Meetings**

The Consultant shall schedule periodic progress review meetings with the City Project Manager as necessary but every 30 days as a minimum.

**7.0 Authorization**

This Task Order is issued in compliance with the Consultants' Competition Negotiation Act, section 287.055, Florida Statutes, and pursuant to the Agreement for Professional Services between the City of Lake Worth Beach and the Consultant, dated February 7, 2017 ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Task Order and the Agreement, the terms and conditions of the Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have made and executed this Task Order as of the day and year set forth above.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Debbie Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney /  
mpa

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**BAXTER & WOODMAN, INC.**

By: \_\_\_\_\_  
Rebecca Travis, P.E.  
Vice President



STATE OF Florida )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me this 8 day of April, 2020, by Rebecca Travis, as Vice President of Baxter & Woodman, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.



\_\_\_\_\_  
Courtney Marshall  
Notary Public

**EXHIBIT "B"**  
**FEE SCHEDULE**  
**(Consisting of 1 page(s))**

**Exhibit B**

**Neighborhood Streets Bond Program - District 2, Year 4 CMS**

*Phase 1 - North G Street, North H Street, 4th Avenue North, 6th Avenue North, & North East Coast Street*

*Phase 2 - 13th Avenue North, 11th Avenue North, North F Street, Alleyway between North H Street & North Dixie Hwy., & 19th Avenue North*

**Budget Summary for Baxter & Woodman, Inc. (4/8/2020)**

Task No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal \$170.00	Senior Engineer III to IV \$160.00	Engineer II \$110.00	Construction Manager \$120.00	Construction Inspector \$90.00	CAD Technician \$110.00	Clerical \$70.00	Total Labor	
<b>6</b>	<b>Construction Administration Services - Phase 1</b>									
6.1	Preconstruction Conference				4	3		1	\$820.00	
6.2	General Administration, Project & Inspection Management				20				\$2,400.00	
6.3	Contractor RFI's (related to Phase 1 work only)		8		15			4	\$3,360.00	
6.4	Monthly Progress Meetings (every month - 2 mtgs)				8				\$960.00	
6.5	Periodic Field Inspections				30	30			\$6,300.00	
	<b>Subtotal Task 6</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>77</b>	<b>33</b>	<b>0</b>	<b>5</b>	<b>\$13,840.00</b>	<b>\$0.00</b>
<b>7</b>	<b>Construction Administration Services - Phase 2</b>									
7.1	General Administration, Project & Inspection Management				40				\$4,800.00	
7.2	Submittal Review (up to 25 shop drawings)		10		30				\$5,200.00	
7.3	Review As-Builts (monthly, estimated at 4)				20		4		\$2,840.00	
7.4	Construction Quantities Review (4 pay periods during Phase 2 work)				12				\$1,440.00	
7.5	Contractor RFI's (related to Phase 2 work only)		12		20			4	\$4,600.00	
7.6	Monthly Progress Meetings (every month - 4 mtgs)				16				\$1,920.00	
7.7	Periodic Field Inspections		8		20				\$3,680.00	
7.8	Partial and Final Water Main Certifications		8		15		6	2	\$3,880.00	
7.9	Substantial and Final Inspections - Prepare Punch List (Phase 2 work only)		2		30				\$3,920.00	
7.10	Project Close-out Documentation	6			10				\$2,220.00	
	<b>Subtotal Task 7</b>	<b>6</b>	<b>40</b>	<b>0</b>	<b>213</b>	<b>0</b>	<b>10</b>	<b>6</b>	<b>\$34,500.00</b>	<b>\$0.00</b>
<b>8</b>	<b>Construction Inspections</b>									
8.1	Inspections Phase 2 work - avg 20 hrs/wk (4 months)					320			\$28,800.00	
	<b>Subtotal Task 8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>320</b>	<b>0</b>	<b>0</b>	<b>\$28,800.00</b>	<b>\$0.00</b>
	Labor Subtotal Hours	6	48	0	290	353	10	11		\$0.00
	Labor Subtotal	\$1,020	\$7,680	\$0	\$34,800	\$31,770	\$1,100	\$770	\$77,140.00	
	<b>Labor Total Costs</b>	<b>\$77,140</b>								
	Subconsultant Costs Total	\$0								
	Subconsultant Multiplier	1.05								
	<b>Subconsultant Total</b>	<b>\$0</b>								
	Reimbursables - Phase 1	\$750								
	Reimbursables - Phase 2	\$750								
	Phase 1 Project Total	\$14,590.00								
	Phase 2 Project Total	\$64,050.00								
	<b>GRAND TOTAL</b>	<b>\$78,640</b>								

# Exhibit 1

## City of Lake Worth – Construction Services for the Neighborhood Road Program

### District 2, Year 4

Phase 1 – North G Street, North H Street, 4<sup>th</sup> Avenue North, 6<sup>th</sup> Avenue North, & North East Coast Street

Phase 2 – 13<sup>th</sup> Avenue North, 11<sup>th</sup> Avenue North, North F Street, Alleyway between North H Street & Dixie Hwy, & 19<sup>th</sup> Avenue North

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#### A. Background

The City of Lake Worth Beach (CITY) has selected Baxter & Woodman, Inc. (B&W) to provide Construction Engineering Services for the City of Lake Worth Beach Neighborhood Road Program, District 2, Year 4 Roadway Improvements. Refer to project location map in *Figure 1* for the project limits.

#### B. Scope of Services

The Engineering Services shall include the following tasks:

- Task 6 – Construction Administration Services – Phase 1
- Task 7 – Construction Administration Services – Phase 2
- Task 8 – Construction Inspections – Phase 2

The specific scope of services to be provided by B&W in this Contract includes the following:

##### **TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES – PHASE 1**

The general administration services during Phase 1 construction of the Project shall include the following tasks:

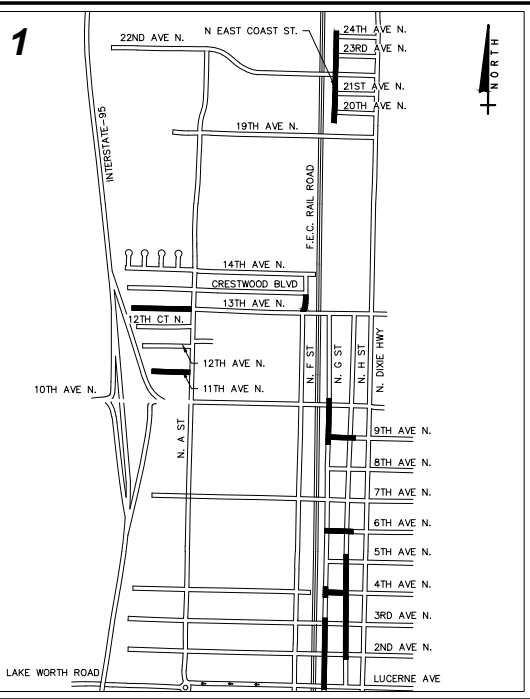
###### **Subtask 6.1 Preconstruction Conference**

B&W shall attend a preconstruction conference with representatives of CITY, contractor and major subcontractors for the construction contract. CITY shall prepare, in writing, minutes of conference.

###### **Subtask 6.2 General Administration, Project & Inspection Coordination**

B&W's Construction Manager will provide general construction administration as required for the Contract. This includes coordination with the CITY and Contractor on a weekly basis. This also includes coordination with the design engineer as necessary.

**Figure 1**



S21, T44S, R43E

**—** = LIMITS OF PROJECT AREA

**PROJECT LOCATION MAP**  
N.T.S.

**Subtask 6.3 Contractor RFI's**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents related to the Phase 1 work only during the estimated 2-month Phase 1 construction period. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 5 working days of receipt.

**Subtask 6.4 Monthly Progress Meetings**

B&W shall attend monthly construction progress meetings (estimated 2 meetings) and provide an agenda and written summary of the issues discussed. Following the meeting, the Construction Manager will prepare and distribute meeting minutes (within 5 days after the meeting) to the CITY and other attendees. Meetings will be held at the CITY facilities.

**Subtask 6.5 Periodic Field Inspections**

B&W's Construction Manager and Construction Inspector shall make periodic field visits to observe progress of the Phase 1 work and attend any required field meetings. We have budgeted 30 hours each for the Construction Manager and Construction Inspector for this subtask.

**TASK 7 – CONSTRUCTION ADMINISTRATION SERVICES – PHASE 2**

The general administration services during Phase 2 construction of the Project shall include the following tasks:

**Subtask 7.1 General Administration**

B&W's Construction Manager will provide general construction administration as required for the Contract. This includes coordination with the CITY and Contractor on a weekly basis. We have budgeted approximately 40 hours total for this subtask.

**Subtask 7.2 Submittal Review**

B&W shall receive, log and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 25 submittals (total, which includes submittals and re-submittals, if required) is included in the budget for this subtask. B&W will return submittals to the Contractor and CITY within 7 to 14 days of receipt.

**Subtask 7.3 As-Built Review**

B&W shall review monthly (total of 4 months) as-built (Record Drawings) information from the Contractor for the Phase 2 work only to confirm conformance to the Contract Documents.

**Subtask 7.4 Construction Quantities Review**

Based on onsite observations as an experienced and qualified design professional and on review of Contractor's monthly pay quantities, determine the amounts owing to the Contractor and recommend, in writing, approved quantity amounts due to Contractor. Review of stored materials items and

invoices as required. This includes the review of Phase 2 quantity amounts for each of 4 monthly applications, including re-submittals.

#### **Subtask 7.5 Contractor RFI's**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents related to the Phase 2 work only during the estimated 4-month Phase 2 construction period. B&W shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within 5 working days of receipt.

#### **Subtask 7.6 Monthly Progress Meetings**

B&W shall attend monthly construction progress meetings (estimated 4 meetings) and provide an agenda and written summary of the issues discussed. Following the meeting, the Construction Manager will prepare and distribute meeting minutes (within 5 days after the meeting) to the CITY and other attendees. Meetings will be held at the CITY facilities.

#### **Subtask 7.7 Periodic Field Inspections**

B&W's Construction Manager shall make periodic field visits to observe progress of the Phase 1 work and attend any required field meetings. We have budgeted 20 hours for this subtask.

#### **Subtask 7.8 Water Main Partial Certifications and Final Certifications**

B&W shall provide coordination with Palm Beach County Health Department (PBCHD) regarding the water mains included in the project. This also includes certifying to PBCHD based on project features, B&W's inspections and review of testing reports that the project was constructed in accordance with the plans and specifications submitted in the permit applications. Coordination will be provided in conjunction with City staff and the contractor, for the relocation of rear yard water services.

Certification will include that water mains were properly pressure tested and bacteriologically sampled to allow a "request for release of facilities to be placed into service" to be filed with the PBCHD. It is assumed that up to three final releases will be prepared for the PBCHD.

#### **Subtask 7.9 Substantial and Final Inspections**

B&W shall conduct a substantial and final inspection with the CITY and Contractor to determine if the construction contractor has fulfilled his obligations thereunder for Phase 2 of the project. A punch-list will be prepared for each inspection (substantial and final) for the project. B&W shall recommend, in writing, final acceptance of the Phase 2 work to the CITY. The CITY may, at CITY's option, proceed to make final payment to the construction contractor.

#### **Subtask 7.10 Project Close-Out Documentation**

B&W shall prepare and submit all required project close-out documentation and issue final letter of acceptance for the Phase 2 work only to the CITY.

## TASK 8 – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES – PHASE 2

The Construction Inspections phase services to be provided by B&W include the following:

1. Provide a Construction Inspector to provide part-time inspections (approximately 4 hrs/day) during the construction of the Phase 2 work only in a total period of not-to-exceed 4 months (which equates to 320 hours) for the Phase 2 construction contract. Activities performed under this task consist of furnishing a Construction Inspector during the construction of the project, to observe the performance of the work of the Contractor, who will:
  - Serve as B&W’s liaison with construction contractor, working principally through the contractor’s construction manager and assist him in understanding the intent of the contract documents.
  - Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever B&W believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
  - Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.
  - Consider and evaluate construction contractor’s suggestions for modifications in drawings or specifications and report them to CITY, in writing. B&W shall make recommendation for action by the CITY.
  - Review Contractor As-Built information on a monthly basis to confirm updates are being made.
  - Review all Contractor density test results performed by Professional Geotechnical Company.
  - RPR shall work with the Contractor and develop a Daily Quantity Sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
  - Document construction through preparation of daily inspection reports to include photo documentation of constructed improvements. Reports to be forwarded to City weekly.

### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer’s authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.



4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

### **C. Assumptions**

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. One (1) pre-construction meeting will be held for the entire project (Phase 1 and Phase 2).
2. B&W assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY's, rights-of-way and/or approved easements.
3. B&W assumes that the CITY will perform substantial and final field inspections and project close-out documentation for the Phase 1 work.
4. B&W will only provide review and approval for the underground utility quantities for the Phase 2 work. After quantity approval by B&W, CITY will review and approve all pay applications.
5. CITY will be responsible for acquisition of easements (including temporary construction easements), if required. Surveying and legal work necessary to prepare document for and to secure easements (temporary and permanent) required for installation of the roadway/piping improvements is the responsibility of the CITY.
6. CITY to prepare change orders.
7. Contractor shall be responsible for preparing Record Drawings.
8. B&W assumes that there are no contaminated soils or groundwater in the project area.
9. Shop drawings will be electronically submitted by the contractor.
10. Work by others includes:
  - Identifying stakeholders and creating a database for notifications
  - Public outreach meetings during the 6-month time-frame
  - Provision of periodic progress and status reports regarding public outreach
  - Create, coordinate schedule for and distribution of door hangers
  - Provision of project tools to keep residents informed
  - Provision of information for website postings
  - Tracking and reporting of Resident Complaints, coordination of response and resolution
  - Preparation of public outreach material

## D. Additional Services

The following are examples of some specific Additional Services Items that may be required, but are not included within this Amendment. Generally, a condition contrary to the work description in Section B or assumptions of Section C (upon which the Contract fee is based) is considered an Additional Services Item. Examples include:

1. Additional supervision or construction observation in excess of that specified in this Contract.
2. Assisting the CITY in the settlement of construction contract claims will be an additional service.

These and other services can be provided, if desired by the CITY, under separate Contract(s) or by an amendment to this Contract. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

## E. Compensation

Compensation by the CITY to B&W for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is **\$78,640.00** as shown in Table 1 below and detailed in **Exhibit B**.

**TABLE 1: LABOR AND EXPENSE SUMMARY**

	<b>Total Cost</b>
Task 6 – Construction Administration Services – Phase 1	\$13,840.00
Task 7 – Construction Administration Services – Phase 2	\$34,500.00
Task 8 – Construction Inspections – Phase 2	\$28,800.00
Reimbursables	\$1,500.00
<b>Phase 1 Total</b>	<b>\$14,590.00</b>
<b>Phase 2 Total</b>	<b>\$64,050.00</b>
<b>GRAND TOTAL</b>	<b>\$78,640.00</b>

## F. Schedule

The Construction time-frame is as follows:

- The project will be awarded by the end of April 2020.
- Construction Administration Services=>total of 2 months for Phase 1 and total of 4 months for Phase 2 (total construction period = 180 days)
- Construction Inspection Services => Phase 2 – total of 20 hours/week for 4 months