

TASK ORDER No. 1

CONTINUING PROFESSIONAL SERVICES (Civil Engineering – Transportation)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES (“Task Order”) is made on the day of _____, 2023, between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Mock Roos & Associates, Inc.** a State of Florida, CORPORATION (“CONSULTANT”).

1.0 Project Description:

The City desires the CONSULTANT to provide those services as identified herein for the Project. The Project is described in the CONSULTANT’s Proposal, dated November 13, 2023, and services are generally described as: City-wide Sidewalk Ramp Reconstruction (the “Project”).

2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach Public Works with civil engineering related to transportation consulting 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 300 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 amount of \$160,560. The attached proposal identifies all costs and expenses included in the lump sum amount.

5.0 Project Manager

The Project Manager for the CONSULTANT is Garry Gruber, P.E., phone: (561) 683-3113; email: garry.gruber@mockroos.com; and, the Project Manager for the City is Shannon Garcia, phone: (561) 586-1720; email: sgarcia@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 pursuant to the Continuing Professional Services Agreement (Civil Engineering – transportation) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated March 28, 2023 (“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 No. 1 as of the day and year set forth above.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk


APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT: **MOCK ROOS & ASSOCIATES, INC.**

By:  11/17/23
Garry Gruber, P.E., Senior Vice President

[Corporate Seal]

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 17th day of November, 2023, by **Garry Gruber, P.E., Senior Vice President, Mock Roos & Associates, Inc.** a Florida Corporation, who is personally known to me, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.


Notary Public Signature

Notary Seal:


 **JEANETTE JEFFCOTT**
Notary Public
State of Florida
Comm# HH406758
Expires 6/5/2027

Exhibit 1

**Proposal to Provide Professional Engineering During Construction Services for
City of Lake Worth Beach
City-wide Sidewalk Ramp Reconstruction
Task Order No. ____**

A. Project Description:

The City has requested Mock•Roos provide engineering during construction services for the City's City-wide Sidewalk Ramp Reconstruction project. The City employed WGI to prepare bid documents for this project, which will be the basis of the City entering into a contract with the awarded Contractor. The project is being partially funded by a FDOT LAP grant (FM: 448301-1-58-01). Mock•Roos will provide engineering during construction services which will include a part-time field representative. The below is based on a Construction Timeframe of 180 days to Substantial Completion and 210 days to Final Completion.

B. Scope of Services:

Task 1 – Perform a review of WGI's conformed set of contract documents following award of the contract to a Contractor. Review Contractor's bid, bid documents and WGI's conformed set of construction documents following award of the contract to a Contractor. This task will familiarize Mock•Roos with the design intent of the project and the Contractor's and City's responsibilities.

Task 2 – Assist City review Contractor submitted shop drawings. This task includes reviewing Contractor submitted project schedule and phasing plan.

Task 3 – Provide a Mock•Roos senior project engineer and field representative to attend a pre-construction meeting with the Contractor, the City and Mock•Roos. Prepare and distribute meeting minutes.

Task 4 – Provide a field representative for 20 hours per week until Substantial Completion and then 12 hours per week until Final Completion. Prepare Mock•Roos field observation reports. This includes attending construction meetings as requested by the City. Distribute, via email, field reports on a weekly basis. Project Manager time is limited to 4 hours per month for this task.

Task 5 – Perform the limited services of a project engineer to perform a twice monthly site observation of the work activities and Contractor's progress. A total of 60 hours is included for this Task.

Task 6 – Attend monthly progress meeting with Contractor and City to discuss project and project schedule. Field Representative time is included in Task 2 above. A total of 7 meetings are included.

Task 7 – Attend additional requested site meeting with Contractor and City to discuss actual field conditions and general progress. Field Representative time is included in Task 2 above.

Task 8 – Respond to Contractor’s request for clarification during construction. Issue modified drawings, details and/or exhibits as necessary.

Task 9 – Field Representative to attend up to 7 onsite pay application review meetings between the Contractor, Mock•Roos, and the City to agree on installed quantities. Provide review and payment recommendations for the Contractor’s pay applications.

Task 10 – Perform one “Substantial Completion” with the Contractor, Mock•Roos, and the City for facilities and develop punchlist for correction by Contractor. Field representative hours are included in Task 2 above.

Task 11 – Perform one “Final Completion Walk-through” with the Contractor, Mock•Roos, and the City to review final punch-list has been completed. Perform follow-up regarding Contractor’s completion of punch-list.

Task 12 – Perform project closeout assistance including review of Contractor’s Record Drawing various submissions for general conform with contract documents.

C. Fee and Rates:

The total fee to provide the Scope of Services outlined above is **\$160,560**. Mock•Roos will complete the Scope of Services for a lump sum fee. See Attachment A for estimate of hours.


D. Additional Conditions:

1. Engineer shall have no responsibility and shall not at any time supervise, direct, control or have authority over any contractor’s work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequences, schedule, or procedures of construction selected or used by any contractor, for safety precautions, practices or programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor’s furnishing and performing of its work.
2. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor’s failure to furnish and perform its work in accordance with the contractor documents or the contract between Client and such contractor. Engineer shall not have any authority or responsibility to stop or direct the work of any contractor.

3. Engineer's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractor(s) will generally conform to the construction documents prepared by others.
4. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work.

E. Signature:

MOCK•ROOS

Signed:  _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: November 17, 2023

Attachment A
City of Lake Worth Beach
Engineering During Construction Services
City-wide Sidewalk Ramp Reconstruction

Task Description	Principal	Sr. Project Engineer	Sr. Field Representative / Engineer Intern	Project Coordinator	Subtotal
Labor Hourly Billing Rate	\$240.00	\$215.00	\$135.00	\$95.00	
Scope of Services					
1 Review Conformed/Awarded Contract Documents	4	8	8	2	\$ 3,950
2 Shop Drawing/Schedule/Phasing Review Assistance		8	4	2	\$ 2,450
3 Pre-Construction Meeting/Minutes	4	4	4	1	\$ 2,455
4 Construction Field Observations and Reports		24	565	24	\$ 83,715
5 Periodic Site Observations by the Engineer		60		8	\$ 13,660
6 Attend Monthly Progress Meetings	4	24		7	\$ 6,785
7 Attend Requested Additional Site Meetings		40		4	\$ 8,980
8 RFI Responses	4	60	24	8	\$ 17,860
9 Review Pay Application & Recommendation Letter		16	16	7	\$ 6,265
10 Substantial Completion Walk-Through / Punch List	2	8	8	4	\$ 3,660
11 Final Completion Walk-Through / Follow-up	2	8	8	2	\$ 3,470
12 Project Closeout/Record Drawing Review	2	16	20	2	\$ 6,810
Subtotal	\$ 5,280	\$ 59,340	\$ 88,695	\$ 6,745	

Total Mock•Roos Direct Labor	\$ 160,060
Reimbursibles	\$ 500
Total	\$ 160,560