

## **SECOND AMENDMENT TO TASK ORDER NO. # 8**

### **Parrot Cove Stormwater Improvements**

**THIS SECOND AMENDMENT TO TASK ORDER No. 8 ("Amendment")** is made on \_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation located at 7 North Dixie Highway, Lake Worth, Florida 33460 ("City") and **Craig A. Smith & Associates** a Florida corporation ("Consultant").

#### **1.0 Project Description:**

The City desires the Consultant to provide those services as identified herein and generally described as: **Parrot Cove Stormwater Improvements – Engineering Services During Construction, Constructions Observation and Final Certification Services CAS Proposal No. P4408** (the "Project").

#### **2.0 Scope**

Under this Amendment, the Consultant will provide professional engineering services to the City as detailed in the Consultant's Proposal, dated May 30, 2024, attached hereto as "**Exhibit 1**" (Consultant's Proposal) and incorporated herein.

#### **3.0 Schedule**

The services to be provided under this Amendment shall be completed within the timelines of the Parrot Cove Improvement Project construction from the City's approval of this Task Order or the issuance of a Notice to Proceed.

#### **4.0 Compensation**

This Amendment is issued for a lump sum, not to exceed amount of **\$77,000.00**. This Amendment amends the Task Order 8 in its entirety. The attached proposal identifies all costs and expenses included in the lump sum, not to exceed amount. Consultant shall be solely responsible for any and all amounts which exceed those stated in "Exhibit 1" unless approved in writing by the City.

#### **5.0 Project Manager**

The Project Manager for the Consultant is Frank Vilar, phone: (954) 815-8898; email: [fvillar@craigasmith.com](mailto:fvillar@craigasmith.com), and, the Project Manager for the City is Vaughn Hayduk, phone: (561) 586-1798; email: [vhayduk@lakeworthbeachfl.gov](mailto:vhayduk@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 Amendment 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, entitled **RFQ 18-303** dated **March 20, 2018** ("Agreement" hereafter). If there are any conflicts between the terms and conditions of this Amendment and the Agreement, the terms and conditions of the Agreement shall prevail; however, the specific scope of services set forth in this Amendment shall take precedence over any other more general description of services.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to Task Order No. 8 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  
428-5090-538.63-15 ST2302

**CONSULTANT: CRAIG A. SMITH & ASSOCIATES**

By: \_\_\_\_\_  
*[Signature]*

[Corporate Seal]

Print Name: STEPHEN SMITH, P.E.

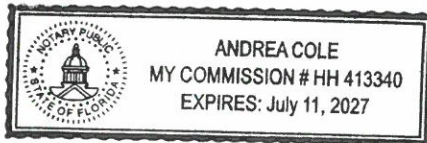
Title: PRESIDENT

STATE OF Florida )  
COUNTY OF Broward )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 31 day of July 2024, by Stephen C. Smith as the President [title] of Craig A. Smith & Associates, a company authorized to do business in the State of Florida, who is  personally known to me or  who has produced \_\_\_\_\_ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Craig A. Smith to the same.

*[Signature]*  
Notary Public Signature

Notary Seal:



My Commission expires 7.11.2027

**Exhibit "1"**

(Consultant's Proposal – 3 pages)



May 30, 2024

Ms. Vaughn Hayduk, P.E.  
Assistant Director, Water Utilities  
City of Lake Worth Beach  
301 College Street  
Lake Worth, FL 33460

(via email)

RE: Parrot Cove Stormwater Improvements Project – Second Amendment To Task Order No. 8  
Engineering Services During Construction, Construction Observation And Final Certification Services  
CAS Proposal No. P4408

Dear Ms. Hayduk,

Craig A. Smith & Associates (CAS) is pleased to submit this proposal to provide engineering services during construction, construction observation and final certification services to our current Task Order 8 dated 1-12-2023 for Parrot Cove Stormwater Improvements Project. More specifically, the scope of work is as follows:

**E-9 ENGINEERING SERVICES DURING CONSTRUCTION**

CAS's Engineer of Record will act as the CLIENT's Engineer and visit the site at intervals appropriate to the stages of construction to provide construction observation as necessary for certifications to the appropriate agencies. CAS will review pay request applications, negotiate change orders as necessary, conduct a final inspection with the appropriate agencies to determine if the work is acceptable, and assist the Owner with project close-out procedures.

*Note: Task E-9 fee is based on an 8 month (36 week) construction period (Budget 4 Hrs/week) for the Engineer of Record. Should the construction extend beyond 36 weeks, CAS shall be compensated on a time and material basis at its contracted rates. It is the Contractor's responsibility to notify CAS on a daily basis of when they will be on site so CAS can perform their construction observation duties.*

CAS'S Lump Sum (LS) Fee for Task E-9 shall be.....\$28,080.00

**E-10 CONSTRUCTION OBSERVATION SERVICES**

CAS will act as the CLIENT's representative, monitoring construction on a weekly basis as required, to ensure the project is being constructed substantially in accordance to the permitted Civil Engineering plans. As the CLIENT's representative, CAS will oversee required testing, inspect drainage installations, valve installations, inspect trench and restoration work, review test results (i.e., densities, proctors, and LBR tests), provide weekly construction reports, and coordinate with contractor to resolve project related construction issues. Minimum observations shall include:

- Periodic storm sewer installations and testing;
- Final grading and drainage inspections.



This fee is based on an 8 month (36 week) construction period (Budget 8 Hrs/week). *Should the construction extend beyond 36 weeks, CAS shall be compensated on a time and material basis at its contracted rates.*

**CAS'S Fee for Task E-10 shall be billed on a time and materials (T&M) basis with an estimated budget of .....\$36,000.00**

*NOTE: It is the contractor's responsibility to schedule regulatory authorities for inspections and to notify CAS of all inspections and testing with 48 hours minimum notice. CAS inspector will note any property owner related complaints in his daily inspection reports. Resident related notifications are the responsibility of the Contractor. It is the Contractor's responsibility to notify CAS on a daily basis of when they will be on site so CAS can perform their construction observation duties.*

**E-10A SHOP DRAWING REVIEWS**

CAS will review engineering related shop drawings, samples, other data and reports which the selected contractor is required to submit to the CLIENT for review, but only for the conformance with design concept of the project and compliance with the information given on the design drawings. Such review shall not extend to means, methods, techniques, sequence or procedures of construction or to safety precautions and programs incident thereto.

**CAS'S Lump Sum (LS) Fee for Task E-10A shall be .....\$3,120.00**

*Note: Shop drawing review by CAS is anticipated to not exceed two (2) reviews of the shop drawings submitted prior to approval. Additional required CAS reviews due to unsatisfactory submittals by Contractor of the required shop drawings will be considered additional services.*

**E-10C FINAL CERTIFICATIONS**

CAS will prepare the final certification documents for submittal to the appropriate permitting agencies and process record drawings (as-builts) provided by the contractor or by other means agreed upon by both CAS and CLIENT.

CAS's certifications will ensure that CAS's periodic construction observations and review of the record drawings (provided by Contractor's Licensed Surveyor) are in general conformance with the permitted Civil engineering plans prepared by CAS.

**CAS'S Lump Sum (LS) Fee for Task E-10C shall be.....\$6,240.00**

*NOTE: It is the Contractor's responsibility to schedule regulatory authorities for inspections and to notify CAS of all inspections and testing with 48 hours minimum notice. The CLIENT and Contractor shall process and prepare documents (as-builts) for dedication of improvements to regulatory authorities.*

**E-54A CONSTRUCTION MEETINGS AND COORDINATION**

Attend minimum of one (1) construction coordination / progress meeting per month (based on 8 month construction schedule) to discuss the CLIENT review comments, required revisions or Contractor items.

Task E54A fee is based on an 8 month (36 week) construction period.

CAS'S Fee for Task E-54A shall be billed on a time and materials (T&M) basis with an estimated budget of .....\$3,560.00

**SUMMARY OF COSTS**

CAS proposes to accomplish the professional engineering services listed for the following total time and materials and lump sum fee, which is the sum of the fees for each phase or task and its specific work:

<b><u>ADDITIONAL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES</u></b>	
ENGINEERING SERVICES DURING CONSTRUCTION	\$28,080.00
CONSTRUCTION OBSERVATION SERVICES	\$36,000.00
SHOP DRAWING REVIEWS	\$3,120.00
FINAL CERTIFICATIONS	\$6,240.00
CONSTRUCTION MEETINGS AND COORDINATION	\$3,560.00
<b>GRAND TOTAL (LS and T&amp;M)</b>	<b>\$77,000.00</b>

Thank you for your time and effort in supporting this project and your business is appreciated. Your endorsement of this letter will be understood as CAS's Notice to Proceed with the project. If there are any questions, please feel free to contact Frank Vilar at (954) 815-8898 (email: fvilar@craigsmith.com).

SUBMITTED BY:

**CRAIG A. SMITH & ASSOCIATES**

Stephen C. Smith, P.E.  
 President

APPROVED BY:

**CITY OF LAKE WORTH BEACH**

Signature - Authorized Representative

Printed Name

Date

cc: File