#### TASK ORDER No.\_\_ \_

# CONTINUING PROFESSIONAL SERVICES (Civil Engineering – Water)

THIS TASK ORDER FOR CONTINUING PROFESSIONAL SERVICES ("Task Order") is made on the day of \_\_\_\_\_\_, between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Holtz Consulting Engineers, Inc.**, a 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 \_\_7/20/2023\_\_\_ and services are generally described as: \_\_South Palm Park Sea Level Rise Mitigation Project Services During Construction (the "Project").

## 2.0 Scope

Under this Task Order, the CONSULTANT will provide the City of Lake Worth Beach with civil engineering related to water 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 <u>320</u> 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 <u>\$128,845</u>. 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 <u>Stephen Fowler, P.E.</u>, phone <u>(561)-575-2005</u>; email: <u>Stephen.Fowler@holtzconsulting.com</u>; and, the Project Manager for the City is <u>Julie Parham, P.E.</u>, phone <u>(561) 586-1798</u>; email: <u>Jparham@lakeworthbeachfl.gov</u>.

#### 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 <u>Authorization</u>

This Task Order is issued pursuant to the Continuing Professional Services Agreement (Civil Engineering – Water) based on RFQ#23-300 between the City of Lake Worth Beach and the CONSULTANT, dated 3/28/23 ("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 as of the day and year set forth above	ne parties hereto have made and executed this Task Order No. we.							
	CITY OF LAKE WORTH BEACH, FLORIDA							
ATTEST:	By:Betty Resch, Mayor							
By: Melissa Ann Coyne, 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							
CONSULTA	NT: HOLTZ CONSULTING ENGINEERS, INC.  By:							
[Corporate Seal]  STATE OF Florida  COUNTY OF Palm Beach )								
notarization on this $\underline{^{14}}$ day of $\underline{^{\text{August}}}$ Corporation, who is personally known t	wledged before me by means of • physical presence or • online, 2023, by <b>Holtz Consulting Engineers, Inc.</b> a Florida to me or who has produced as at the or she is duly authorized to execute the foregoing instrument							
Notary Public Signature  Notary Seal:  APRIL SUZANNE XAROS Notary Public - State of Florida Commission # HH 237272 My Comm. Expires Mar 21, 2026 Bonded through National Notary Assn.								



July 20, 2023 Revised July 31, 2023

Julie Parham, P.E. Assistant Water Utilities Director City of Lake Worth Water Utilities Department 301 College Street Lake Worth, FL 33460

Subject: City of Lake Worth Beach

South Palm Park Sea Level Rise Mitigation Project Services During Construction

Dear Ms. Parham,

We are pleased to offer the following proposal for services during construction for the South Palm Park Sea Level Rise Mitigation project. This proposal includes construction management and inspection services for the construction of the stormwater pump station, discharge piping, and appurtenances as well as FDEP grant administration services for the project. The Scope of Services will consist of the following:

## Task 1 – Services During Construction

During the construction phase of the project, Holtz Consulting Engineers, Inc. (HCE) will provide the following services:

- 1.1 Administer the City's Construction Contract with the Contractor in accordance with the General Conditions of the Construction Contract. This proposal is based on a construction contract time of 270 calendar days (9 months) to substantial completion and 300 (10 months) to final completion.
- 1.2 Direct the preconstruction meeting with the City, Contractor, and other interested parties and prepare meeting agenda and minutes.
- 1.3 Review and comment on shop drawings submitted by the Contractor (assume 25).
- 1.4 Provide the contractor with clarifications concerning questions about the Contract Documents and respond to Requests for Additional Information (RIAs) (assume 6). RAIs regarding the design intent will be answered by the design engineer (Chen Moore and Associates) and HCE will coordinate the Contractor's RAIs with design engineer and their responses.

- 1.5 Review and make the recommendations necessary for the approval or rejection of the Contractor's monthly payment applications (assume 10).
- 1.6 Conduct monthly progress meetings with the City and Contractor. Prepare and distribute meeting minutes to all attendees (8 meetings total).
- 1.7 Review Record Drawings submitted with each Pay Request and at completion of the project.
- 1.8 Prepare final documentation for Contract close-out.
- 1.9 General site inspections of the work such as demolition work, buried piping and valving, sitework, electrical work, instrumentation work, etc. This task includes periodic visits to the site to evaluate the Contractor's compliance with Contract Documents (Approximately 26 weeks of actual construction on an average of 12 hours per week plus six additional site visits for the Project Manager and Project Engineer) and to monitor progress.
- 1.10 Specific inspections at key points during construction including the installation of the new concrete structure, inspections for rebar and concrete placement, setting of pumps, and pressure testing of new mains.
- 1.11 Verify that the work has progressed to the substantial completion point in accordance with the Contract Documents. The Engineer will prepare a punch list of items remaining to be completed which will be attached to the Certificate of Substantial Completion.
- 1.12 Verify that the work items identified on the punch list prepared pursuant to the preceding subparagraph (1.11) and all other Work identified as being incomplete have been completed in accordance with the Contract Documents. HCE will ensure the final punch list is satisfactorily completed prior to approval of the Contractor's Final Payment Request.
- 1.13 HCE will subcontract with C&W Electrical Engineering Inc. to provide electrical engineering construction services.

## Task 2 – Grant Administration Services

2.1 Project Set-Up & Ongoing Coordination

HCE will coordinate with City staff to obtain copies of final contractor documents (i.e., executed contract and Federal/State compliance forms) for submittal to FDEP. HCE will

assist in responding to FDEP Requests for Information (RFIs), including email and meeting coordination as needed.

## 2.2 Quarterly Reports & Monthly Reports

HCE will prepare the required quarterly reports throughout the contract duration. HCE will coordinate with City staff as necessary in the preparation and submittal of these reports. This proposal assumes the preparation of four (4) quarterly reports over the duration of the project construction, and twelve (12) monthly reports that are required as part of reimbursement request submittals.

## 2.3 Reimbursement Packages

HCE shall prepare the reimbursement packages for submittal to the FDEP. HCE will coordinate with City staff as necessary in the preparation and submittal of the documentation necessary for reimbursement to the City of grant funds. This proposal assumes the preparation of twelve (12) reimbursement packages, prepared on a monthly basis over the duration of the project construction.

## 2.4 Project Close-out

HCE shall assist in the preparation of the final project close-out report to FDEP. HCE will also coordinate with City staff in the collection and submittal of deliverables required for close-out of the grant project, including required certifications and final permit documents. This proposal assumes attendance by the project manager at one (1) final site visit with FDEP and City staff. HCE will also provide final file review and documentation to the City of Lake Worth Beach for compliance with grant documentation retention requirements.



#### **SCHEDULE**

The above tasks will be completed according to following schedule:

Task 1 - Services During Construction Throughout Construction Contract duration

Task 2 – Grant Administration Services Throughout Construction Contract duration

#### **COMPENSATION**

Compensation will be in accordance with the attached budget summary (Attachment A) for a lump sum amount of \$128,845. Monthly progress payments will be authorized based on percent complete as determined by HCE and approved by the City.

Sincerely,

HOLTZ CONSULTING ENGINEERS, INC.

Stephen Fowler, P.E.

Attachment A: City Lake Worth Beach South Palm Park Sea Level Rise Mitigation Project Services During Construction Budget Summary

	Rate	Principal	Project Engineer (PE)	Project Engineer (EI)	Senior Designer	Construction Manager	Administrative Assistant	Subconsultant	Item Cost (Note Subconsulant fee is marked up 10%)	Task Cost
Task	Item	Hours					Fees	#1 240 OC		
	Pre-Construction Meeting Agenda, Attend and Minutes Coordinate with Owner and Contractor	2	3 16			2			\$1,240.00	\$89,875.00
		12	10	20					\$5,200.00	
	Review Submittals (Assume 25)	2	6	20		3			\$4,000.00	
Services During     Construction	Respond to RAIs (Assume 6) Review Pay Requests and Progress Record Drawings (Assume 10)	2	5	10		5			\$1,880.00 \$2,800.00	
	Review CO Issues and Issue COs (Assume 3)	2	5	10		5			\$2,040.00	
	Attend Monthly Progress Meetings and Prep Minutes (Assume 8)	4	16			16			\$6,000.00	
	General Inspections Const. Mgr/Inspector (12 hrs/week for 26 weeks)	4	10			312			\$49,920.00	
	General Inspections Const. Mgr/Inspector (12 hrs/week for 26 weeks)  General Inspections for Engineer (Periodic during Construction. 6 visits total)	4	12			312			\$2,800.00	
	Specific Inspections for Installation of New Structure	4	4			4			\$1,280.00	
	Specific Inspection for Rebar and Concrete Placement		4			4			\$640.00	
	Specific Inspection for Rebai and Concrete Placement Specific Inspection for Startup and Testing of Pumps	2	2			2			\$1,080.00	
	Specific Inspection for Pressure Testing					2			\$320.00	
	Substantial Completion Inspection and Issue Punchlist		2			2			\$640.00	
	Monitor Punchlist Through Final Completion		2			2			\$640.00	
	Review Final Record Drawings		2	2		1			\$720.00	
	<u> </u>		2	2		2			\$880.00	
	System Startup and Evaluation Electrical Subconsultant Construction Services and Coordination		2	2			1	\$6,500.00	\$880.00	
2. Grant Administration Services  Project Set-Up & Quarterly Repor Reimbursement Project Close-ou		8	8	8			10	\$6,300.00	\$4,850.00	
	Project Set-Up & Ongoing Coordination  Quarterly Reports (4 total) & Monthly Reports (12 total)	4	32	16			16		\$9,280.00	\$38,970.00
	Reimbursement Packages (12 packages total)	4	48	48			24		\$16,360.00	
	Project Close-out (Final Report and Reimbursement Request, Document	4	40	40			24		\$10,300.00	
	Deliverables and Coordination)	12	16	16			16		\$8,480.00	

Total Engineering Fee \$128,845.00

6500