

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

**PROFESSIONAL SERVICES  
FOR  
NEIGHBORHOOD STREETS PROGRAM  
TASK ORDER NO. 12**

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 3, 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 \$53,150.00. 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



[Corporate Seal]

**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 23 day of January 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))**

***Neighborhood Streets Bond Program - District 3, Year 4 CMS***

*5th Avenue North, 8th Avenue North, North J Street, North K Street, North L Street, North Lakeside Drive*

**Budget Summary for Baxter & Woodman, Inc. (1/23/2020)**

Task No.	Task Description	Labor Classification and Hourly Rates								
		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	Sub- Consultant Services
<b>6</b>	<b>Construction Administration Services</b>									
6.1	Preconstruction Conference				4	3		1	\$820.00	
6.2	General Administration, Project & Inspection Management				50				\$6,000.00	
6.3	Submittal Review (up to 15 shop drawings)		6		20				\$3,360.00	
6.4	Review As-Builts (monthly, estimated at 3)				10		4		\$1,640.00	
6.5	Construction Quantities Review (3 pay periods during underground work)				8				\$960.00	
6.6	Contractor RFI's (related to underground utility work only)		12		20		4		\$4,600.00	
6.7	Monthly Progress Meetings (every month - 6 mtgs)				24				\$2,880.00	
6.8	Periodic Field Inspections		8		20				\$3,680.00	
6.9	Substantial and Final Inspections - Prepare Punch List (underground work only)		2		30				\$3,920.00	
6.10	Project Close-out Documentation	3			3				\$870.00	
	<b>Subtotal Task 6</b>	<b>3</b>	<b>28</b>	<b>0</b>	<b>189</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>\$28,730.00</b>	<b>\$0.00</b>
<b>7</b>	<b>Construction Inspections</b>									
7.1	Inspections									
	Underground utility work - avg 20 hrs/wk (3 months)					258			\$23,220.00	
	General construction inspection - avg 1.5 hrs/wk (3 months)									
	<b>Subtotal Task 7</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>258</b>	<b>0</b>	<b>0</b>	<b>\$23,220.00</b>	<b>\$0.00</b>
	Labor Subtotal Hours	3	28	0	189	261	4	5		\$0.00
	Labor Subtotal	\$510	\$4,480	\$0	\$22,680	\$23,490	\$440	\$350	\$51,950.00	
	<b>Labor Total Costs</b>	<b>\$51,950</b>								
	Subconsultant Costs Total	\$0								
	Subconsultant Multiplier	1.05								
	<b>Subconsultant Total</b>	<b>\$0</b>								
	Reimbursables	\$1,200								
	<b>Project Total</b>	<b>\$53,150</b>								

# Exhibit 1

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

### District 3, Year 4

5<sup>th</sup> Avenue North, 8<sup>th</sup> Avenue North, North J Street, North K Street, North L Street, North Lakeside Drive

---

#### 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 3, 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 as Amendment to the Design, Permitting & Bidding scope of work:

- Task 6 – Construction Administration Services
- Task 7 – Construction Inspections

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

##### TASK 6 – CONSTRUCTION ADMINISTRATION SERVICES

The general administration services during 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.

###### Subtask 6.3 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 15 submittals

# Figure 1

## PREPARED FOR CITY OF LAKE WORTH BEACH PROJECT No.: 140503005



END CAROLINA CT CONSTRUCTION  
STA. 52+28.68

END CORNELL DR CONSTRUCTION  
STA. 66+74.79  
BEGIN CORNELL DR CONSTRUCTION  
STA. 61+10.52

END PENNSYLVANIA DR CONSTRUCTION  
BEGIN DARTMOUTH AVE CONSTRUCTION  
STA. 210+05.00  
STA 70+72.00

BEGIN PENNSYLVANIA DR CONSTRUCTION  
STA. 200+27.00

END N J TERRACE CONSTRUCTION  
STA. 104+68.84

BEGIN 18TH AVE N CONSTRUCTION  
BEGIN N J TERRACE CONSTRUCTION  
STA. 40+42.89  
STA. 100+28.62

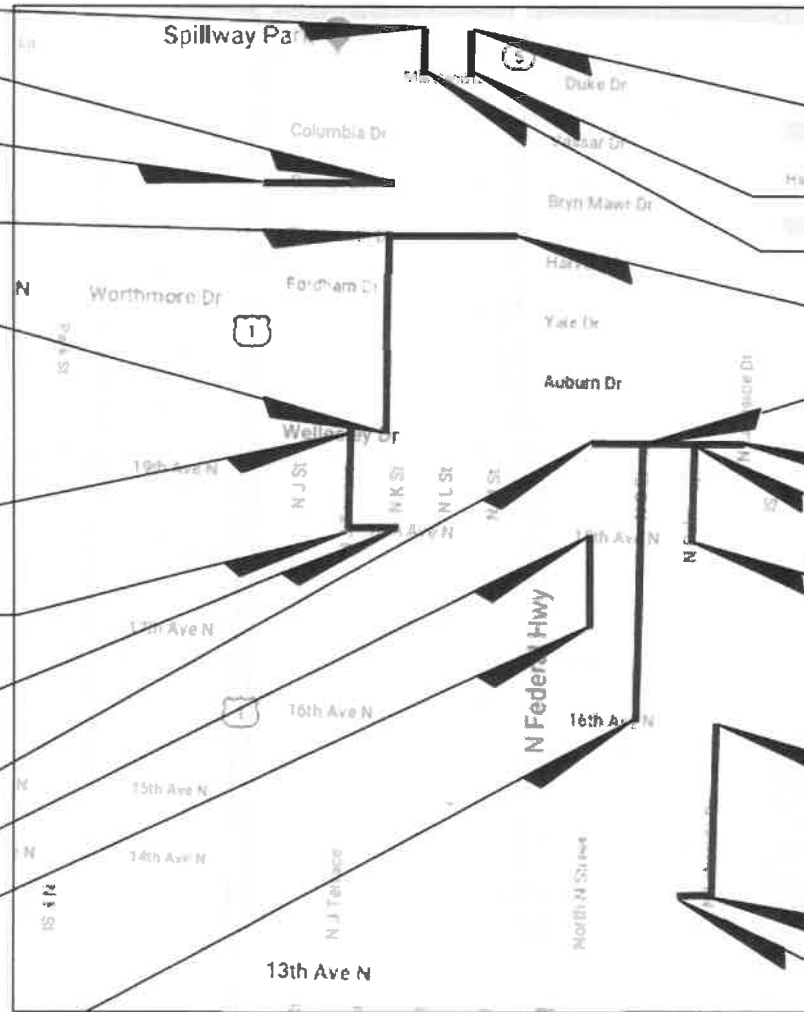
END 18TH AVE N CONSTRUCTION  
STA. 42+21.94

BEGIN WELLESLEY DR CONSTRUCTION  
STA. 220+48.00

END NORTH N ST CONSTRUCTION  
STA. 165+62.00

BEGIN NORTH N ST CONSTRUCTION  
STA. 160+31.00

BEGIN N OCEAN BREEZE CONSTRUCTION  
STA. 170+77.00



END DUKE CT CONSTRUCTION  
STA. 82+29.35

BEGIN DUKE CT CONSTRUCTION  
STA. 80+18.78

BEGIN CAROLINA CT CONSTRUCTION  
STA. 50+12.83

END DARTMOUTH DR CONSTRUCTION  
STA. 76+34.00

END N OCEAN BREEZE CONSTRUCTION  
STA. 184+38.00

END WELLESLEY DR CONSTRUCTION  
STA. 227+97.00

END N PALMWAY CONSTRUCTION  
STA. 195+07.00

BEGIN N PALMWAY CONSTRUCTION  
STA. 190+19.00

END N LAKESIDE DR CONSTRUCTION  
STA. 159+29.00

END 14TH AVE N CONSTRUCTION  
BEGIN N LAKESIDE DR CONSTRUCTION  
STA. 32+04.00  
STA. 150+10.00  
BEGIN 14TH AVE N CONSTRUCTION  
STA. 31+06.00

LOCATION MAP  
(NTS)

(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 6.4 As-Built Review**

B&W shall review monthly (total of 3 months) as-built (Record Drawings) information from the Contractor for underground utility work only to confirm conformance to the Contract Documents.

#### **Subtask 6.5 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 underground utility quantity amounts for each of 3 monthly applications, including re-submittals.

#### **Subtask 6.6 Contractor RFI's**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents related to the underground utility work only during the estimated 3-month 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 6.7 Monthly Progress Meetings**

B&W shall attend monthly construction progress meetings (estimated 6 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 6.8 Periodic Field Inspections**

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

#### **Subtask 6.9 Substantial and Final Inspections**

B&W shall conduct a substantial and final inspection with the CITY and Contractor to determine if the underground utility work portion of the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. 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 underground utility work to the CITY. The CITY may, at CITY's option, proceed to make final payment to the construction contractor.

#### **Subtask 6.10 Project Close-Out Documentation**

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

## TASK 7 – RESIDENT PROJECT REPRESENTATIVE (RPR) SERVICES

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 20 hrs/week) during the construction of the underground utility work only in a total period of not-to-exceed 3 months. Provide a Construction Inspector to provide inspections as requested by the City (approximately 1.5 hrs/week) for all other general construction tasks not associated with the underground work, for an additional period of not-to-exceed 3 months. The total construction inspection time equates to 258 hours for the construction contract. Activities performed under this task consist of furnishing a Construction Inspector during the construction of certain portions of the project as specified in this Task Order, 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.
  - Observe all flushing and pressure testing of the water main and drainage lamping.
  - 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. 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. CITY to provide construction administration and inspection services for all work items not pertaining to the underground utility work.
2. No PBCHD permit close-out is included as part of this project. The proposed plans call for less than 100 LF of proposed water main, which does not require PBCHD permit and clearance.
3. B&W assumes that all existing and proposed infrastructure roadway/pipeline alignments are within the CITY's, rights-of-way and/or approved easements.
4. B&W will only provide review and approval for the underground utility quantities for the project. 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 **\$53,150.00** 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	\$28,730.00
Task 7 – Construction Inspections	\$23,220.00
Reimbursables	\$1,200.00
<b>Totals</b>	<b>\$53,150.00</b>

### F. Schedule

The Construction time-frame is as follows:

- The project will be awarded by the end of February 2020.
- Construction Administration Services=>total of 3 months (during underground utility installation)
- Construction Inspection Services => total of 20 hours/week for 3 months (during underground utility installation); total of 1.5 hours/week for an additional 3 months as needed (for all other general construction at the City’s request)