

CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL
AND ENGINEERING SERVICES AND OTHER SERVICES

WORK AUTHORIZATION FORM

**PURSUANT TO REQUEST FOR PROPOSAL
(RFP) # FY 2018-2019-012**

1. The Firm receiving the Work Authorization will have five (5) business days to return the completed Work Authorization to the Project Manager via email.
2. The Work Authorization must include all costs for the Project utilizing a Fee Worksheet with hours and fees per Exhibit B - Hourly Billing Rates for Tasks Orders. The Cost Proposal must include a narrative schedule of deliverables and a summary of compensation which could be through an excel worksheet.
3. The costs for the Project must include all meetings and all costs required for the Project.

Task No.	Task Description
1.	<p>Pre-Design: See Exhibit A - Scope of Services Proposal</p> <ul style="list-style-type: none"> a. Kick-Off Meeting b. Geo-Technical Report c. Surveying
2.	<p>Design: See Exhibit A - Scope of Services Proposal</p> <ul style="list-style-type: none"> a. 30% Submittals b. 60% Submittals c. 90% Submittals d. Final (Signed and Sealed) e. Permitting f. Client Meetings <p>Submittals are ONLY deemed accepted if approved in writing by the City.</p>
3.	<p>Post Design Services</p> <p>See Exhibit A - Scope of Services Proposal</p>
4.	<p>Bidding Services: See Exhibit A - Scope of Services Proposal</p> <ul style="list-style-type: none"> a. Responding to Request for Information (RFI) during Bidding b. Attending Pre-Bid Meetings
5.	<p>Engineering Services During Construction: See Exhibit A - Scope of Services Proposal</p> <ul style="list-style-type: none"> a. Project Management b. Client Meetings c. Inspections d. Certifications <ul style="list-style-type: none"> i. Project Close Out ii. Release of Retainage iii. Review and Submittal of As-Built Drawings
6.	<p>General Tasks</p> <p>See Exhibit A - Scope of Services Proposal</p>
	<p>TOTAL COSTS ITEMS 1 - 6 \$ See Exhibit A - Scope of Services Proposal</p>

Work Authorization

Under

Agreement between the City of Hallandale Beach and Chen Moore and Associates

For

Lift Station #14

RFP # FY 2018-2019-000 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA)
CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES

This Work Authorization is issued pursuant to the Agreement between the City of Hallandale Beach ("City") and Chen Moore and Associates ("Consultant") for RFP # FY 2018-2019-012 CONSULTANT COMPETITIVE NEGOTIATION ACT (CCNA) CONTINUING PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES (the "Agreement"), which was approved by the City Commission on August 5,2020 via Resolution #2020-054.

1. This Work Authorization permits Consultant to provide the services described in Exhibit "A" to this Work Authorization, attached hereto and incorporated herein. These services are authorized by Article 3 of the Agreement.
2. Compensation and Method of Payment.
 - 2.1 Payment for the services authorized by this Work Authorization will be in accordance with Article 10 of the Agreement and the agreed method of compensation is as follows (Check those boxes that apply. Amounts indicated herein should not include any sums set aside as contingency. Monies indicated as contingency in project budgets or estimates are subject to the change order authorization provisions of the Agreement):
 - 2.1.1 Maximum Amount Not-To-Exceed Compensation. City shall pay Consultant for the performance of all services set forth in Exhibit A to this Work Authorization, pursuant to the terms of the Agreement, up to a maximum amount not-to-exceed of _____. It is understood that the method of compensation is that of "maximum amount not-to-exceed" which means that Consultant shall perform all services set forth herein for total compensation in the amount of or less than that stated above.
 - 2.1.2 Lump Sum Compensation. City shall pay Consultant for the performance of all services provided pursuant to Exhibit A, as required under the terms of the Agreement, a total lump sum of **\$102,096.84.**
 - 2.1.3 Reimbursable Expenses. City has established a maximum amount not-to-exceed of \$_\$2,000.00 for potential reimbursable expenses that may be utilized pursuant to Section 9.2 of the Agreement.

2.2 Payments for this Work Authorization shall be charged against: Budget account
#490-3595W-565010-P2122.

3. Time for Performance.

3.1 Consultant shall perform the services described in Exhibit A within the time periods specified in the Project Schedule included in Exhibit A. The Project Manager shall issue to Consultant a written Notice to Proceed for said time periods to commence.

3.2 If this box is checked, liquidated damages shall be applicable. In the event Consultant fails to complete the services identified in Exhibit "A" to this Work Authorization, on or before the Time for Performance set forth herein, Consultant shall pay to City the sum of \$ _____ for each calendar day after the applicable Time for Performance, plus approved time extensions thereof, until completion of the service. These amounts are not penalties but are liquidated damages to City for its inability to proceed with, and complete, the service in a timely manner pursuant to the agreed upon Schedule. Liquidated damages are hereby fixed and agreed upon by the parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by City as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of Consultant to complete the services within the applicable Time for Performance. This provision shall not affect the rights and obligations of either party as set forth in Section 3.7 of the Agreement.

4. The terms and conditions of the Agreement are hereby incorporated into this Work Authorization. Nothing contained in this Work Authorization shall alter, modify, or change in any way the terms and conditions of the Agreement with the City.

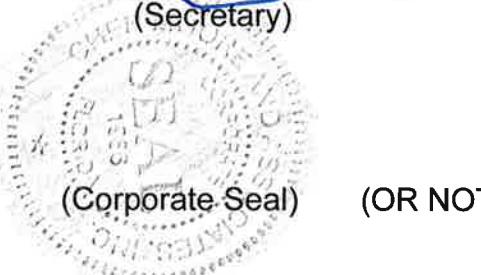
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature, Chen Moore and Associates, Inc signing by and through its Gregory Mendez, Branch Manager, duly authorized to execute same.

**CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW.
USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.** If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

ATTEST:



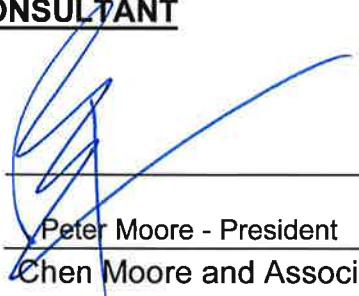
(Secretary)



(Corporate Seal) (OR NOTARY)

CONSULTANT

By



Peter Moore - President

Chen Moore and Associates, Inc

Safiya Brea - Secretary

(Type Name and Title Signed Above)

2 Day of June, 2021.

OR

(ONLY If not incorporated sign below).

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

STATE OF FLORIDA
COUNTY OF _____

NOTARY SEAL

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____.

Signature of Notary
Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Name of Notary Printed, or Stamped

EXHIBIT A

**2103 Coral Way, Suite
401 Miami, FL 33145
Office: +1 (786) 497-1500**



April 13, 2021

SENT VIA E-MAIL
[\(pkunen@hallandalebeachfl.gov\)](mailto:pkunen@hallandalebeachfl.gov)

Peter Kunen, P.E.
City Engineer
City of Hallandale Beach
630 NW 2nd Street
Hallandale Beach, FL 33009

In accordance with Resolution No. 2020-054, RFP #FY 2018-2019-012 Continuing Professional Architectural and Engineering Services and Other Services, the following scope of services is provided by Chen Moore and Associates (CONSULTANT) as requested by the CITY to provide Engineering Services.

**Subject: City of Hallandale Beach – Pump Station #14 Improvements – Civil
Engineering – Fee Proposal
CMA Proposal No. P21.175.02**

Dear Mr. Kunen:

Chen Moore and Associates (CMA) are pleased to submit the attached Agreement for Professional Services and Scope of Services to provide civil engineering services for the above referenced project located near the intersection of NW 10th Terrace and NW 1st Court, in Halladale Beach, Florida.

PROJECT INTRODUCTION

As we understand it, existing pump station #14 was constructed approximately 25 years ago and, in accordance with the wastewater master plan, prepared by Hazen & Sawyer, has been identified as a high priority need for some rehabilitation. The City has expressed a desire to have CMA prepare construction documents, permitting, bid & award support services and limited construction administration support services. Improvements shall include:

- New duplex submersible pumps (non VFD), including lift rails, base plate and appurtenances
- All new internal piping and valves
- New sperate pump-out structure
- New pump out standpipe in wet well
- New electrical, control communications panels and associated conduits
- New, single, pole mounted overhead light
- New, permanent standby generator in NW corner of easement area
- New H-20 rated, anti-slam hatches with fall protection
- Re-coating of the interior of the wet well and valve vault (utilizing Mainstay Coating or approved equal)
- New stainless Steel knife edge valve on influent line
- Pressure transducers
- Mag meter on force main
- Removal of existing trees/vegetation

- New 8' perimeter fencing with maximized single swing gate access
- New asphalt pavement throughout pump station easement area and approach to harmonize
- Relocated potable water service with concrete pad bollards to south side of easement

The following proposal shall address the City's request.

PROJECT STAFFING

Our staff and team are ready and prepared to work on this project. CMA staff project roles shall be as follows:

Principal – Peter Moore, P.E., President
Project Director - Jose L. Acosta, P.E., Vice President
Senior Project Manager – Gregory Mendez, P.E.

Engineering Staff includes the following:

- Nicholas Karpathy, E.I., Project Engineer
- Andres Aristazabal, Senior Technician
- Jose McCray, Senior Construction Specialist

Sub-consultants for this Project

- Land Surveying – Longitude Surveyors, Inc.
- Electrical Engineering – Smith Engineering Consultants, Inc.

CIVIL SCOPE OF SERVICES

The civil-related scope of services that our firm shall provide as per our recent discussions, is as follows:

Task 1 – Site Reconnaissance, Utility Coordination and Data Gathering – Consultant shall perform the following:

- Site reconnaissance
- Data gathering as required for design of proposed improvements
- Consultant shall visit the site as necessary to become familiar with current site conditions.
- Obtain a Sunshine One Call of Florida design ticket to identify existing utilities within the project area.
- Consultant shall prepare packages with GIS based maps to acquire available information from the utility providers for water, sewer, drainage, power, etc. as appropriate to acquire existing information on the property and surrounding/adjacent roadways and parcels.

Task 2 – 30% Construction Documents – Consultant shall perform the following:

- Consultant shall review survey and/or as-built drawings from local utilities and field verify locations as per available accessibility.
- Consultant shall arrange and attend any pre-design meetings with governmental permitting agencies or other authorities having jurisdiction as required regarding any pertinent regulatory requirements and limitations.
- Consultant shall examine and verify all existing site conditions as to their accuracy as depicted on the boundary survey.

- Preparation of preliminary tree removal, civil engineering and electrical plans construction plans
- Consultant shall coordinate closely with the City to ensure project criteria is met.
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Preliminary pump station calculations (as required)
- Topographic survey in digital format (AutoCAD and pdf)

Task 3 – 60% Construction Documents – Consultant shall perform the following:

- Incorporate Comments from 30% Submittal Review
- Prepare 60% construction level civil engineering and electrical construction plans, with all associated notes and details.
- Consultant shall coordinate closely with the City to ensure project criteria is met.
- Preliminary Technical Specifications – One (1) pdf copy
- Preliminary Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Updated Pump station calculations (as required)
- Preliminary Engineer's Opinion of Probable Cost

Task 4 – 90% Construction Documents – Consultant shall perform the following:

- Incorporate Comments from 60% Submittal Review
- Prepare construction level civil engineering and electrical construction plans, notes and and details.
- Consultant shall coordinate closely with the City to ensure project criteria is met.
- Updated Technical Specifications – One (1) pdf copy
- Update Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF)
- Updated Pump station calculations
- Updated Engineer's Opinion of Probable Cost

Task 5 – Government Permitting & Approvals – Consultant shall perform the following:

- Consultant shall prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:

- City of Hallandale Beach Public Works Department
- Broward County – Traffic Engineering Department (if applicable)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Consultant shall revise plans and coordinate permits resubmittals, as required for approvals.

Task 6 – 100% Construction Documents – Consultant shall perform the following:

- Incorporate Comments from 90% Submittal Review and Permitting comments
- Technical Specifications – One (1) Signed & Sealed & one (1) pdf copy
- Finalize Engineer's Opinion of Probable Cost
- Attendance at up to one meeting with the Client.
- Construction level detail and design
- Complete conflict data table (if applicable) with available information.
- Consultant shall include all general notes, recommending any minimum requirements for a site contractor.

Deliverables:

- Design plans in digital format (AutoCAD and PDF) - Signed & Sealed
- Design Plans hard copies - Three (3) 24"x36" – Signed & Sealed
- Design Plans hard copies - Three (3) 11"x17"
- Final Pump Station Calculations
- Final Engineer's Opinion of Probable Cost

Task 7 – Bid & Award Support Services – Consultant shall perform the following:

- Attendance at the pre-bid meeting
- Prepare responses to questions from bidders for the scope of work in this proposal.

Task 8 – Limited Construction Administration Support Services – Consultant shall perform the following:

- Consultant shall attend one pre-construction meeting, as arranged by the client.
- Consultant shall perform all required shop drawing reviews as they relate to the improvements designed and permitted under this scope of services.
- Consultant shall respond to requests for information (RFIs) during the construction phase.
- Provide general observation of the work and associated field reports of the field visit, required for certification of the project. We estimate a total of five (5) periodic visits during the site construction period, and three (3) for substantial completion, startup and final completion walkthroughs.
- Review "as-built" drawings (to be provided by contractor)
- Coordination of certification/site close out packages as required.

Task 9 –Topographic & Boundary Survey – Consultant shall perform the following:

- Engage our sub-consultant, Longitude Surveyors, Inc. to perform a topographic/boundary survey (refer to attachment for survey limit).

Preliminary Schedule (Subject to coordination with the City)

• Topographic/Boundary Survey, Site Reconnaissance, Utility coordination and Data Gathering	5 weeks
• 30% Construction Documents	4 weeks
• City Review	2 weeks
• 60% Construction Documents	4 weeks
• City Review	2 weeks
• 90% Construction Documents	3 weeks
• City Review	2 weeks
• Government Permitting & Approvals	10 weeks*
• 100% Construction Documents	2 weeks
• Bid and Award Support Services	6 weeks
• <u>Limited Construction Administration Support Services</u>	<u>10 weeks</u>
Total	50 weeks

*Note: Permitting durations shown above are estimated and may vary due to factors beyond CMA's control.

BASIS OF SCOPE

The basis for the above scope of services and associated fee(s) are based on the following:

- Project shall be completed in one phase.
- The Project is in the City of Hallandale Beach, Florida.
- Off-site improvements including water/sewer main extensions or replacements, building or structural improvements or other utility improvements of any kind beyond the project limits shall be deemed as an Additional Service item and is not included in this proposal.
- City of Hallandale Beach shall install odor control scrubber (shall be called out on construction documents)
- This proposal specifically excludes any structural engineering/design.
- This proposal assumes any required Maintenance of Traffic (MOT) plans/permits shall be the sole responsibility of the contractor
- No environmental exploration, engineering or permitting of any kind is included in this proposal.
- CMA does not anticipate the requirement for additional traffic analysis on this project. Should one become a permitting requirement, CMA shall provide a separate proposal for this work.
- All permitting fees shall be provided to CMA by the City.
- This proposal assumes that the Bid & Award Support Services task includes attendance at a pre-bid meeting and responding to bid RFIs ONLY. No bid analysis or recommendations are included.

INFORMATION TO BE PROVIDED BY CLIENT

Information to be provided by City includes the following:

- Copies of all relevant data, including correspondence, as-builts, plans or other information in the City's possession which may be beneficial to the work effort performed by Consultant.
- An official Notice to proceed (NTP) or work order from the City of Hallandale Beach.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval and shall provide all services in accordance with our Professional Services Agreement for General Engineering Services. The total lump sum fees for this project will be divided as follows:

<u>Task(s)</u>	<u>Task Description</u>	<u>Lump Sum Fees</u>	<u>Total Fees</u>
1	Meetings, Site Reconnaissance, Utility Coordination, Data Gathering	\$4,050.00	\$4,050.00
2	30% Construction Documents	15,890.00	15,890.00
3	60% Construction Documents	\$18,960.00	\$18,960.00
4	90% Construction Documents	\$14,540.00	\$14,540.00
5	Government Permitting & Approvals	\$8,760.00	\$8,760.00
6	100% Construction Documents	\$5,630.00	\$5,630.00
7	Bid & Award Support Services	\$4,460.00	\$4,460.00
8	Limited Construction Administration Support Services	\$19,640.00	\$19,640.00
	SUB TOTAL	\$88,970.00	\$88,970.00
	<i>Reimbursables Allowance*</i>	\$2,000.00	\$2,000.00
9	Topographic/Boundary Survey – Longitude Surveyors, Inc.**	\$13,126.84	\$13,126.84
	TOTAL	\$104,096.84	\$104,096.84

*Reimbursable expenses for mileage and report preparation have been included in the lump sum fees noted above. Additional reimbursable expenses requested by the Client outside of the items for the tasks above, shall be invoiced as defined in our Professional Services Agreement for General Engineering Services. This proposal is based on our understanding of the requirements for engineering services as itemized under the anticipated tasks listed above. Accordingly, we reserve the right to modify this proposal due to any changes in scope.

**The topographic/boundary survey (Task 09) shall be undertaken in tandem with Task 01.

Should you have any questions, please do not hesitate to contact me at my office at +1 (786) 497-1500, Ext. 1125, my cell phone at +1 (305) 562-4789 or send me an electronic message at gmendez@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
 Gregory Mendez, P.E.
 Miami Branch Manager / Senior Engineer

Cc: Jose L. Acosta, P.E., Chen Moore
 Enc.: Exhibit B; Survey Limits Exhibit

EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **Pump Station #14 Improvements**

Client Name: **City of Hallandale Beach**

Client Contact: **Peter Kunen, P.E. – City Engineer**

Client Address: **630 NW 2nd Street, Hallandale Beach, FL 33009**

Client Phone: **Office: (954) 457-3042**

Client E-mail: **pkunen@hallandalebeachfl.gov**

CMA Proposal No. **P21.175.02**

Agreement Date: **April 13, 2021**

FEE: Base Scope for Civil Engineering - Lump Sum of **\$88,970.00 + \$2,000.00 (Reimbursables Allowance) and \$13,126.844 (Topographic/Boundary Survey) = TOTAL of \$104,096.84**

RETAINER: **N/A**

Notice to Owner: The Owner of the easement upon which the pump station resides is the City of Hallandale beach

The undersigned agree to the attached General Conditions/Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Print Name/Title

Date

CITY OF HALLANDALE BEACH (CLIENT)

Authorized Signature

Print Name/Title

Date

**ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COST (ROMEOPCC)
CONCEPTUAL**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
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GENERAL BID ITEMS

1- 1	Mobilization, Bonds & Insurance	1	LS	\$85,000.00	\$85,000.00
1- 2	Maintenance of Traffic	1	LS	\$15,000.00	\$15,000.00
1- 3	Bypass pumping	1	LS	\$75,000.00	\$75,000.00
1- 4	Removal and salvage/disposal of existing pump station and electrical equipment and materials	1	LS	\$38,000.00	\$38,000.00
1- 5	Demolition of generator system/structure	1	LS	\$10,000.00	\$10,000.00
1- 6	Rehabilitation of pump station wet well structure	1	LS	\$25,000.00	\$25,000.00
1- 7	Install/modify new pump station equipment, pumps, piping, fittings, valves and accessories	1	LS	\$290,000.00	\$290,000.00
1- 8	Install new valve vault	0	LS	\$0.00	\$0.00
1- 9	Install new macerator system	0	LS	\$0.00	\$0.00
1- 10	Install force main improvements and connect to existing system	120	LF	\$250.00	\$30,000.00
1- 11	Install gravity system improvements and connect to existing	100	LF	\$700.00	\$70,000.00
1- 12	Install force main air release valve assembly	1	LS	\$5,000.00	\$5,000.00
1- 13	Install ¾ inch HDPE water service with RPZ and hose bib	1	LS	\$8,000.00	\$8,000.00
1- 14	Install/modify electrical service	1	LS	\$8,000.00	\$8,000.00
1- 15	Install new pump control panel system and electrical pump station components	1	LS	\$190,000.00	\$190,000.00
1- 16	Install new above ground generator system	1	LS	\$95,000.00	\$95,000.00
1- 17	Pump station site restoration	1	LS	\$40,000.00	\$40,000.00
					SUBTOTAL \$984,000

CONTINGENCY

2- 1	20% Contingency	25%		\$246,000.00
				SUBTOTAL \$246,000

**ROUGH ORDER OF MAGNITUDE OPINION OF PROBABLE CONSTRUCTION COST (ROMEOPCC)
CONCEPTUAL**

TOTAL ESTIMATED CONSTRUCTION COST		TOTAL
1	GENERAL BID ITEMS	\$984,000
2	CONTINGENCY	\$246,000
ESTIMATED PROJECT TOTAL		\$1,230,000

This Rough Order of Magnitude Opinion of Probable Construction Cost (OPCC) is not based on the preparation of any plans or evaluation of the existing infrastructure to be removed. The scope and prices provided is based on a limited understanding of local practices and does not intend to represent the specific conditions of this project.

This OPCC provided by ENGINEER is made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s') methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.