

**SERVICES AUTHORIZATION #III
ENGINEERING SERVICES AGREEMENT**

THIS SERVICES AUTHORIZATION is made and entered into this _____ day of _____, 20____, by and between the **City of Orlando, Florida**, a municipal corporation existing under the laws of the State of Florida (CITY), and **Carollo Engineers, Inc.**, doing business locally at 1089 W. Morse Boulevard, Suite A, Orlando, Florida 32789 (ENGINEER).

WHEREAS, the CITY and the ENGINEER have previously entered into an agreement for the ENGINEER's professional services (Agreement) on November 17, 2013, concerning the Conserv II Biosolids Dewatering System Improvements Project (Project); and

WHEREAS, the CITY and the ENGINEER wish to amend the Agreement as set forth herein; and

WHEREAS, the CITY and the ENGINEER now wish to memorialize their understanding for the ENGINEER's additional professional services for the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and given one to the other, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. SCOPE OF SERVICES

The scope of services has been agreed to by the parties, and is attached hereto and incorporated herein, by reference, as APPENDIX I.

II. FEE

The not-to-exceed fee of \$119,484.00 has been agreed to by the parties as set forth on APPENDIX I.

III. TERM

ENGINEER shall complete all work in accordance with the timeframes set forth in the scope of work, if any, provided, however, that all work and the term of the Services Authorization shall be completed by the end of business (5:00 p.m.) on December 31, 2018. It is also agreed that the CITY shall have an option for extension of this Services Authorization as necessary to complete the present scope of services (Appendix I) or to provide additional services.

IV. ENTIRE AGREEMENT

This Services Authorization supersedes all previous services authorizations, amendments, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the ENGINEER that may have concerned the matters covered herein, except that this Services Authorization shall in no way supersede or amend the Agreement or other services authorizations or amendments except as specifically provided herein. No additions, alterations, or variations to the terms of this Services Authorization shall be valid, nor can the provisions of this Services Authorization be waived by either party, unless such additions, alterations, or waivers are expressly set forth in writing in a document duly executed by both parties. ENGINEER acknowledges and agrees that any proposals or proposed agreements from subconsultants attached to this SERVICES AUTHORIZATION are attached solely to reflect the scopes of work to be performed and the fees to be charged by such subconsultants. By executing this SERVICES AUTHORIZATION, the CITY does not become a party thereto or bound by the terms thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Services Authorization on the day and year first written above.

City of Orlando, Florida

By: _____
David Billingsley, CPSM, C.P.M.
Chief Procurement Officer

APPROVE AS TO FORM AND LEGALITY
for the use and reliance of the
City of Orlando, Florida, only.

_____, 20____.

Assistant City Attorney
Orlando, Florida

Carollo Engineers, Inc.

By: _____

(Print Name)

Title: _____

STATE OF FLORIDA }

COUNTY OF _____}

PERSONALLY APPEARED before me, the undersigned authority, _____, [] well known to me or [] who has produced _____ as identification, and known by me to be the _____ of the corporation named above, and acknowledged before me that he/she executed the foregoing instrument on behalf of said corporation as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 20 ____.

NOTARY PUBLIC
Print Name: _____
My Commission Expires:

Scope of Services

**City of Orlando Biosolids Dewatering Project
Project RQS13-0458
Service Authorization PO-000003212**

Amendment No. 5 – Additional Construction Phase Services

February 2, 2017

EXHIBIT 1 – SCOPE OF SERVICES

A. Project Understanding

The Biosolids Dewatering Project for the City of Orlando's Conserv II Water Reclamation Facility (WRF) addresses new dewatering facilities and associated components, including a new waste sludge (WAS) holding tank, new RAS and WAS pump stations and also a new SCUM pumping station.

As part of this amendment no. 5 to the Service Authorization PO-0000003212, Carollo Engineers Inc. (ENGINEER) will provide additional services during the Construction Phase Services to the City.

B. Scope of Work

The scope of services to be provided as part of this amendment is summarized by the following tasks:

- Task 1 – Project Management and Quality Assurance/Control
- Task 2 – Final Design Phase Services
- Task 3 – Bidding Phase Services
- Task 4 – Construction Phase Services

Task 1 – Project Management and Quality Assurance/Control

Task 1.1 – Prepare Project Work Plan

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 1.2 - Progress Reports during Design Phase

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 1.3 - Maintain Schedule, Action Item Logs, and Decision Logs

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 1.4 – Subconsultant Work Coordination

ENGINEER will coordinate with the subconsultant as necessary, to manage and implement this additional scope of work and subsequent approved amendments to date.

Task 2 – Final Design Phase Services

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 3 – Bid Phase Services

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 4 – Construction Phase Services

The Construction of the proposed improvements is anticipated to be completed within an 18-month construction schedule. ENGINEER will provide following services during the construction phase and as defined in the Service Authorization PO-0000003212. As part of this amendment no. 5 the following services will be added to this task.

Task 4.1 - Prepare Conformed Documents

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 4.2 - Review Shop Drawings

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

Task 4.3 - Request for Information and Field Change Directives.

Additional (up to 25 additional) minor proposed contract change orders on behalf of the City, and review major contract change orders that require contractor or City requested design efforts shall be considered a Supplemental Service. This task will be performed mainly by the staff from CPW Construction Inc.

Task 4.4 – Attend Construction Progress Meetings, Periodic Site Inspections, Inspections during Substantial and Final Completion and Preparation of Record Drawings.

All additional services described below will be provided by staff from CPW Construction Inc. as part of the ENGINEER team.

Attend additional (up to 18 additional) progress meetings. For these meeting ENGINEER team will also record meetings, and distribute meeting summary to all attendees.

Attend additional (up to 16 additional) specialty meetings during construction

Attend additional (up to 27 additional) site visits to the construction site to observe construction of the project.

Review and comment on the Contractor's initial and updated construction schedule.

Task 4.5 - Review of Materials Testing during Construction

This task will be provided by CPW Construction in conjunction with Ardaman and Associates.

Staff from CPW Construction will review the monthly test reports and send electronic copies to the City's PM and CM. Assumes 3 hours per month.

When requested by the City Inspector, staff from Ardaman and Associates will provide materials testing services during construction of the project. A written field report will be provided to the City Inspector at the site upon completion of the test.

Task 5 – Assist with Start-up, Testing and Training and Amending Existing Plant O&M Manuals

No additional scope under this task. Work under this task has been defined in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

C. Schedule

The schedule will be as designed in the Service Authorization PO-0000003212 and subsequent approved amendments to date.

D. Compensation

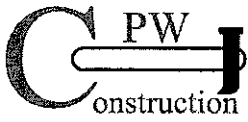
See attached Exhibit II which provides the details of the overall compensation for this amendment no. 5.

EXHIBIT NO. II

CAROLLO ENGINEERS INC. - Overall Engineering Services Fee (Amendment No. 5)		Carollo Engineers Inc.	CPW Construction Inc.	Total Project Not-to-Exceed Costs
Additional Construction Phase Services				
Conserv II Biosolids Dewatering System Improvements				
TASK	TASK DESCRIPTION			
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL			
1.1	Prepare Project Work Plan	\$0		\$0
1.2	Progress Reports	\$0		\$0
1.3	Maintain Schedule, Action Item Logs, and Decision Logs	\$0		\$0
1.4	Subconsultant Work Coordination	\$3,686		\$3,686
	Subtotal Task 1	\$3,686	\$0	\$3,686
2	FINAL DESIGN PHASE SERVICES			
2.1	Issued for Bid Submittal	\$0		\$0
2.2	100% Design Documents	\$0		\$0
	Subtotal Task 2	\$0	\$0	\$0
3	BID PHASE SERVICES			
	Subtotal Task 3	\$0	\$0	\$0
4	CONSTRUCTION PHASE SERVICES			
4.1	Prepare Conformed Documents	\$0		\$0
4.2	Review Shop Drawing Submittals	\$0		\$0
4.3	Request for Information and Field Change Directives	\$0	\$16,250	\$16,250
4.4	Attend Construction Progress Meetings, Periodic Site Inspections, Inspections during Substantial and Final Completion and Preparation of Record Drawings	\$0	\$69,888	\$69,888
4.5	Review of Materials Testing during Construction	\$1,638	\$17,644	\$19,282
	Subtotal Task 4	\$1,638	\$103,782	\$105,420
5	ASSIST WITH STARTUP, TESTING AND TRAINING AND AMEND PLANT O&M MANUALS			
	Subtotal Task 5	\$0	\$0	\$0
	Total Project Hours and Labor Costs	\$5,324	\$103,782	\$109,106
	Total Project Direct Costs (Printing)	\$0	\$0	\$0
	Subtotal (Labor and Expenses)	\$5,324	\$103,782	\$109,106
	Share of Work	5%	95%	
	10% For Administration of Subconsultant Labor		\$10,378	\$10,378
	Subtotal			\$119,484
	TOTAL NOT-TO-EXCEED COSTS			\$119,484

EXHIBIT NO. II

CAROLLO ENGINEERS INC. - Engineering Services Fee (Amendment No. 5)		Professional	Project Professional	Lead Project Professional	Senior Project Professional	CAD Technician	Staff/CAD Technician	Document Processing/Graphics	Total Hours	Total Labor Cost (Net to Client)	Reimbursables (Printing)
Additional Construction Phase Services											
Conserv II Biosolids Dewatering System Improvements											
	Raw Rate	\$ 52.25	\$ 59.00	\$ 98.25	\$ 74.50	\$ 37.25	\$ 53.75	\$ 27.25			
	Multiplier	3.00	3.00	3.00	3.00	3.00	3.00	3.00			
	Loaded Rate	\$ 156.75	\$ 177.00	\$ 294.75	\$ 223.50	\$ 111.75	\$ 161.25	\$ 81.75			
TASK	TASK DESCRIPTION										
1	PROJECT MANAGEMENT AND QUALITY ASSURANCE/CONTROL										
1.1	Prepare Project Work Plan	0	0	0	0	0	0	0	0	\$0	
1.2	Progress Reports	0	0	0	0	0	0	0	0	\$0	
1.3	Maintain Schedule, Action Item Logs, and Decision Logs	0	0	0	0	0	0	0	0	\$0	
1.4	Subconsultant Work Coordination	0	0	18	0	0	0	0	18	\$3,686	\$0
	Subtotal Task 1	0	0	18	0	0	0	0	18	\$3,686	\$0
2	FINAL DESIGN PHASE SERVICES										
2.1	Issued for Permit Submittal	0	0	0	0	0	0	0	0	\$0	
2.2	100% Design Documents	0	0	0	0	0	0	0	0	\$0	
	Subtotal Task 2	0	0	0	0	0	0	0	0	\$0	\$0
3	BID PHASE SERVICES										
	Subtotal Task 3	0	0	0	0	0	0	0	0	\$0	\$0
4	CONSTRUCTION PHASE SERVICES										
4.1	Prepare Conformed Documents	0	0	0	0	0	0	0	0	\$0	
4.2	Review Shop Drawing Submittals	0	0	0	0	0	0	0	0	\$0	
4.3	Request for Information and Field Change Directives	0	0	0	0	0	0	0	0	\$0	
	Attend Construction Progress Meetings, Periodic Site Inspections, Inspections during Substantial and Final Completion and Preparation of Record Drawings	0	0	0	0	0	0	0	0	\$0	
4.5	Review of Materials Testing during Construction	0	0	8	0	0	0	0	8	\$1,638	
	Subtotal Task 4	0	0	8	0	0	0	0	8	\$1,638	\$0
5	ASSIST WITH STARTUP, TESTING AND TRAINING AND AMEND PLANT O&M MANUALS										
	Subtotal Task 5	0	0	0	0	0	0	0	0	\$0	\$0
	Total Project Hours and Labor Costs	0	0	26	0	0	0	0	26	\$5,324	
	Total Project Direct Expenses (Printing)									\$0	
	TOTAL PROJECT COSTS (CAROLLO ENGINEERS INC.)									\$5,324	



February 1, 2017

Sudhan Paranjape, P.E.
Carollo Engineers, Inc.
1089 W. Morse Blvd., Suite A
Winter Park, FL 32789

Re: Proposal for City of Orlando Biosolids Dewatering Project RQS13-0458 –
Amendment 3

Dear Sudhan,

CPW Construction, Inc. is pleased to submit this proposal, dated February 1, 2017, to perform additional construction administration services for Amendment 3 of the City of Orlando Biosolids Dewatering Project RQS13-0458. Construction administration services will be on an hourly basis, for a total not-to-exceed amount of \$103,782.

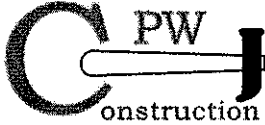
I look forward to working with you and providing these services to The City of Orlando. Please call me at 321-436-0822 or e-mail me at cwatts@cpwconstruction.com at your convenience should you require additional information.

Regards,

A handwritten signature in black ink that reads 'Charlyn P. Watts'. The signature is written in a cursive, flowing style.

Charlyn P. Watts
President

Enclosures



**Construction Administration Services
For The City of Orlando
Biosolids Dewatering Project RQS13-0458
Amendment 3**

Scope of Services

CPW Construction Inc. (CPWC) has been requested to provide additional construction administration services construction phase of The City of Orlando Biosolids Dewatering Project RQS13-0458. The fee breakdown for services to be performed by CPWC is provided in Table A.

Task 4– Construction Phase

Task 4.3 – Field Change Directives

CPWC will review and report to the City requests for cost and time extensions submitted by the Contractor. CPWC will prepare and assist in the negotiations of (25) minor proposed contract change orders on behalf of the City. Review and negotiation of major contract change orders that require contractor or City requested design efforts shall be considered a Supplemental Service.

Task 4.4 – Construction Progress Meetings, Site Visits, Resident Project Representative, Schedule Review

4.4b Meetings

CPWC will attend eighteen (18) progress meetings, record meeting, and distribute meeting summary to all attendees. CPWC will attend sixteen (16) specialty meetings during construction of the above project.

4.4c Site Visits

CPWC will periodically visit the project site to observe the progress and content of the work and site condition maintained by the contractor, and to assess whether the work is proceeding in general accordance with the Contract Documents. Observation of work at the Project site shall not make CPWC responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party. Identified construction concerns will be discussed with the City and Carollo Engineering, Inc. representatives. Additional hours allotted for this task include twenty-seven (27) site visits to the construction site to observe construction of the project.

4.4d Substantial and Final Completion Walk-Through and Closeout

Upon written request by the Contractor, CPWC will conduct an inspection along with City of Orlando staff to determine if the work has achieved Substantial and Final Completion prior to the City staff issuing a certificate of Final Completion.

P.O. Box 121084
2/1/17

Clermont, FL 34712

Phone (321) 436-0822
Page 1 of 2

4.4e Schedule Review

CPWC will review and comment on the Contractor's initial and updated construction schedule and advise as to acceptability. CPWC's review shall not include an analysis of Contractor's approach, means or methods of construction to perform the work specified in the construction contract documents.

4.4f Review of Materials Testing

CPWC will review the of monthly test reports and send electronic copies to the City's project manager, City's construction manager, and Engineer of Record. Assumes 3 hours per month.

4.4g Ardaman and Associates Materials Testing

When requested by the City Inspector, Ardaman and Associates will provide materials testing services during construction of the project. A written field report will be provided to the City Inspector at the site upon completion of the test. Task 4.4g will Not to Exceed Ardaman and Associates' attached proposal for \$17,643.60.

Schedule

For the purposes of assessing compensation, it has been assumed construction for City of Orlando Biosolids Dewatering Project RQS13-0458 will be completed within 18 months. If additional services are required from CPWC beyond those described herein, additional funding will be requested and authorized via contract amendment.

Compensation

CPWC will be compensated for the services described above at the billing rate shown in Table A. Work performed will be paid on an Hourly Not-to-Exceed basis. Payment for services rendered shall be in accordance with approved monthly invoices. CPWC shall receive payment within 45 days of invoicing to Carollo Engineering, Inc. The fee for the tasks described herein is \$103,782.

Thank you,



Charlyn Watts
CPW Construction, Inc.
P.O. Box 121084
Clermont, FL 34712



ATTACHMENT A

FEE BREAKDOWN

Construction Administration Services
for City of Orlando
Biosolids Dewatering Project RQS13-0458
Amendment #3

Task	Labor					
	Project Manager		Admin Assistant		Totals	
	Hours	Rate	Hours	Rate	Hours	Cost
		\$130.00		\$81.90		
Task 4.3 - Requests For Information and Field Change Directive	125	\$ 16,250	0	\$ -	125	\$ 16,250
Review requests for Information and Field Change Directives (25)	125	\$ 16,250	0	\$ -	125	\$ 16,250
Task 4.4 - Construction Progress Meetings, Site Inspection, Substantial & Final Completion	462	\$ 60,060	120	\$ 9,828	454	\$ 69,888
4.4b - Attend Project Progress Meetings (18) and Specialty Meetings (16)	136	\$ 17,680	54	\$ 4,423	190	\$ 22,103
4.4c - Site Visits (27) and Photo Logs (18)	108	\$ 14,040	54	\$ 4,423	162	\$ 18,463
4.4d - Startups and Substantial Completion Walk-throughs & Punch-List	40	\$ 5,200	8	\$ 655	48	\$ 5,855
4.4d - Final Completion Walk-throughs and Closeouts	54	\$ 7,020	4	\$ 328		\$ 7,348
4.4e - Review initial schedule (1) & monthly schedule updates (17)	70	\$ 9,100		\$ -		\$ 9,100
4.4f - Material Testing	54	\$ 7,020	0	\$ -	54	\$ 7,020
Totals - Labor Hours and Dollars	587	\$ 76,310	120	\$ 9,828	579	\$ 86,138
4.4g - Ardaman and Associates material testings						\$ 17,644
Total Not to Exceed, Including Labor and Reimbursable Expenses						\$ 103,782

Signed Charlyn P. Watts
Charlyn P. Watts, President

P.O. Box 121084

Clermont, FL 34712

Phone (321) 436-0822



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

January 26, 2017
Proposal File No. 17-61-014

CPW Construction
P.O. Box 121084
Clermont, Florida 34712

Attention: Ms. Charlyn Watts

Subject: Budget Estimate for Construction Materials Testing
Water Conserv II WRF Biosolids System Improvements
Orlando, Florida

Dear Ms. Watts:

Ardaman & Associates, Inc. is pleased to present this budget estimate to provide construction materials testing services on the above referenced project. It is our understanding that the proposed project will consist of improvements to the Water Conserv II Biosolids System to include a new WAS holding tank, new Biological Odor Control Unit, new RAS pump stations, New RAS/WAS electrical building and the installation of yard piping.

The scope of our work will include performing laboratory testing of existing soils (Proctors and classification testing), in-place density testing of soils during backfill, fill and compaction operations, and compressive strength testing of concrete. We have also included provisions for inspecting structural weld and bolted connections. We have assumed that we will provide the testing services on a "will call" basis. That is, we will respond to specific requests for testing made by your designated representative.

Based on review of the plans and our experience with similar projects, we recommend that a budget of \$17,643.60 be established for construction materials testing. All testing required for the project will be charged according to the unit rates presented on the attached fee schedule. We believe that we have proposed an adequate budget to provide the needed services. However, the total cost for the testing services will be a function of the actual quantities of work performed and the estimated budget will not be exceeded without your prior authorization.

We appreciate the opportunity to submit this estimate and look forward to working with you on this project. If this estimate meets your approval, please indicate your acceptance by completing the attached Project Acceptance Sheet and/or providing us with written authorization to proceed. Please call if you have any questions or require additional information.

Respectfully,
ARDAMAN & ASSOCIATES, INC.

Randall V. Houser
Project Manager

Attachments: Proposal/Project Acceptance Sheet

**Proposed Scope of Work and Budget Estimate
Construction Materials Testing Services
Water Conserv II WRF Biosolids System Improvements
Ardaman Proposal No. 17-61-014**

	PROPOSED SCOPE	QUANTITY	UNIT	UNIT COST	TOTAL COST
I.	Field Inspection and Testing Services				
	In-Place Density Testing	175	each	\$25.00	\$4,375.00
	Concrete Compressive Strength Tests	45	sets	\$120.00	\$5,400.00
	Engineering Technician	30	hours	\$58.00	\$1,740.00
	Structural Inspection	20	hours	\$76.00	\$1,520.00
II.	Laboratory Testing				
	Modified Proctor	6	each	\$125.00	\$750.00
	Percent Fines	6	each	\$37.10	\$222.60
	Asphalt Extraction/Gradation	3	each	\$367.00	\$1,101.00
III.	Administrative and Engineering Services				
	Senior Project Engineer	5	hours	\$127.00	\$635.00
	CMT Project Manager	10	hours	\$90.00	\$900.00
	Clerical	20	hours	\$50.00	\$1,000.00
ESTIMATED TOTAL COST					\$17,643.60