CONTINUING PROFESSIONAL CONSULTING AGREEMENT SERVICES AUTHORIZATION #18167(1c)

THIS SERVICES AUTHORIZA	TION is	s made a	and entere	d into t	his		_ day of
	_, 20,	by and l	between th	e City	of Or	lando, Fl	l orida, a
municipal corporation existing under the	e laws o	f the St	ate of Flor	rida (Cl	ITY),	and CDN	A Smith
Inc., doing business locally at 2301 M	Aaitland	Center	Parkway,	Suite	300,	Maitland,	Florida
32751 (CONSULTANT).			·				

WHEREAS, the CITY and the CONSULTANT have previously entered into an agreement for the CONSULTANT's professional services (AGREEMENT) effective October 5, 2015; and

WHEREAS, the CITY and the CONSULTANT shall refer to the AGREEMENT herein, and desire to have it incorporated by reference; and

WHEREAS, the CITY and the CONSULTANT now wish to memorialize their understanding for the CONSULTANT's additional professional services for the Colonial Town Design and Construction Services Project - Phase 2A for Oregon Street (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 WORK

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

II. FEE

The not-to-exceed fee of \$217,036.04 has been agreed to by the parties, as set forth on EXHIBIT I for the additional work.

III. TERM

CONSULTANT shall complete all work in accordance with the timeframes set forth in the scope of work provided, however, that all work and the term of this SERVICES AUTHORIZATION shall be completed by the end of business (5:00 pm) eleven (11) months from the date Notice to Proceed is issued by the City. 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 (EXHIBIT I) or to provide additional services.

IV. ENTIRE AGREEMENT

This SERVICES AUTHORIZATION supersedes all previous authorizations, agreements, or representations, either verbal or written, heretofore in effect between the CITY and the CONSULTANT that may have concerned the matters covered herein, except that this SERVICES AUTHORIZATION shall in no way supersede or amend the AGREEMENT or other authorizations 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 the parties. CONSULTANT 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.

Ву:	David Billingsley, CPSM, C.P.M.
	Chief Procurement Officer
Appro	oved as to Form and Legality
for tl	ne use and reliance of the
City	of Orlando, Florida, only.
	, 20
	Michael O'Dowd
	Assistant City Attorney
	Orlando, Florida

City of Orlando, Florida

	CDM Smith Inc.
	By:
	Print Name:
	Title:
STATE OF FLORIDA }	
COUNTY OF} }	
[] well known to me or [] who has produced known by me to be the of the me that he/she executed the foregoing instrudeed, and that he/she was duly authorized to	the undersigned authority, as identification, and corporation named above, and acknowledged before ment on behalf of said corporation as its true act and do so. this day of,
	NOTARY PUBLIC
	Print Name:

COLONIAL TOWN DRAINAGE IMPROVEMENT CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

Scope of Services

January 12, 2018

SECTION 1. PROJECT BACKGROUND

The Colonial Town Drainage Improvements project includes construction of drainage, water, and sanitary sewer improvements along Oregon Street from Hampton Avenue to Altaloma Avenue. Approximately 1,000 linear feet of 66-inch diameter RCP is proposed along Oregon Street from Hampton Avenue to Altaloma. The proposed 66-inch RCP is to be connected to the existing 108-inch RCP at Hampton Avenue. The water and sanitary sewer systems will be replaced with similar diameter pipe. During construction, roadway reconstruction and intersection improvements will be performed within the project limits.

CEI support has been requested for contract administration, inspection, and materials sampling and testing coordination services to act as an extension of the CITY's staff.

SECTION 2. SCOPE OF SERVICES

This scope of services describes the CEI services required for contract administration, inspection, and materials sampling and testing coordination for Colonial Town Drainage Improvement. The CEI (CDM Smith Inc.) will act as an extension of the CITY's staff and will coordinate the administration of the contract with the Engineer or the CITY's staff assigned to the project. The CEI will administer the construction contract through direct communication with the Contractor and the CITY on the project.

1. Definitions

- a. Construction Contract The CITY's contract with the Contractor.
- b. Construction Manager (CM) The authorized representative of the Engineer who is assigned to the Project and whose duties are set forth in the Construction Contract.
- Contract Documents The CITY's construction contract with the Contractor to construct the Project.
- d. Contractor The construction firm selected by the CITY to construct the Project.
- e. Engineer The Division Manager of Streets & Stormwater Division, Public Works Department, acting directly or through duly authorized representatives acting within the scope of the duties and authority assigned to them.
- f. Design Engineer The engineering firm selected by the CITY to design the Project.



- g. **Field Representative** Person assigned to the Project site or any part thereof by the Engineer and whose duties are set forth in the Construction Contract.
- h. Construction Engineering Inspection (CEI) services to be provided by CDM Smith.
- i. Project Colonial Town Drainage Improvement.

2. Requirements

a. General

- i. The Engineer may furnish a Construction Manager and/or a Field Representative to assist the Engineer in observing the performance of the Contractor's work. The CEI will represent the CITY at the project site as an extension of the Engineer's staff.
- ii. It shall be the responsibility of the CEI to administer, monitor, and inspect the Construction Contract such that the Project is constructed in conformity with the Contract Documents and any closeout documentation required by the CITY and the appropriate permitting agencies. The CEI shall keep the CITY's Construction Manager informed of all significant activities, decisions, correspondence, reports and other communications related to its responsibilities under this Agreement and seek input from the CITY's Construction Manager as necessary. At the written direction of the Engineer, the CEI may assume the role of the Construction Manager and/or Field Representative. If the CEI assumes the role of the Construction Manager, the CEI will report to the Engineer rather than the Construction Manager.
- iii. The CEI shall observe the Contractor's work to determine the progress and quality of the work, identify nonconformities, report significant nonconformities to the Contraction Manager and direct the Contractor to correct such observed nonconformities.
- iv. All actions performed by CEI representatives in the role of Field Representative and/or Construction Manager will conform with duties, responsibilities and limitations of such personnel classifications set forth in the Construction Contract.

b. On-Site Inspection

- i. The CEI shall monitor the Contractor's on-site construction activities and inspect materials entering the work in accordance with the Contract Documents to determine that the Project is constructed in conformity with such Documents. All off-site activities and fabrication will be performed by others. The CEI shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the construction of the project.
- ii. The CEI shall verify that the Contractor is conducting inspections, preparing reports and monitoring the Contractor's Maintenance of Traffic (MOT) devices and review modifications to the Maintenance of Traffic plan, including alternate Maintenance of Traffic plan, in accordance with the CITY's procedures. The CEI employees assigned to



this Project shall be qualified in accordance with the requirements to the Personnel Section and written approval by the CITY's Construction Manager. The CEI and the CITY are neither responsible nor liable for the Contractor's MOT.

iii. The CEI will contract with Civil/Site Engineering, Inc. (C/S) for inspector services for the duration of the contract under direct supervision of CDM Smith CEI staff. C/S is a certified WBE firm with the CITY.

3. Sampling and Testing

- a. The CEI will contract with Page One Consultants, Inc. (POC) for sampling and testing of component materials and completed work in accordance with the Contract Documents.
- b. Page One Consultants, Inc. (POC) is an FDOT pre-qualified Testing Laboratory and will provide materials lab testing under direct supervision of CDM Smith CEI staff. We have estimated the Lab Testing Cost to be a maximum not to exceed amount of \$8,295. POC has provided the attached scope of work and rate sheet for invoicing these services. POC has a long working relationship with CDM Smith, therefore the coordination and completion of these services will be efficiently performed.
- c. The CEI will oversee sampling and testing of component materials and completed work in accordance with the Contract Documents. The minimum sampling frequencies are set out in the Contract Documents. The CEI shall provide daily surveillance of the Contractor's Quality Control activities at the Project site and ensure that sampling and testing of materials are conducted and sent to the contracted laboratory for the Project.
- d. The CEI will verify whether the Contractor obtained the necessary job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label or DOT stamp.
- e. Sampling, testing and laboratory methods shall be as required by the CITY's standards and Contract Documents.
- f. The CEI will maintain a material testing log of all quality control and verification testing information.
- g. The CEI will review Contractor's Quality Control (CQC) Plan, the Contractor's schedule, the appropriate shop drawings and any other appropriate submittals submitted by the Contractor in a timely manner.

4. Engineering Services

- a. The CEI shall coordinate the Construction Contract administrative activities of parties other than the Contractor involved in completing the Project.
- b. CEI Services include maintaining the required level of observation of the Contractor's activities, interpreting plans, specifications and special provisions for the Construction Contract, maintaining



- complete accurate records of activities and events relating to the Project, and properly documenting all significant Project changes.
- c. The CEI will review the contractor's monthly schedule update and provide comments to the contractor. The CEI will administer and document a project schedule meeting, which will be held every two weeks with the Contractor.
- d. The CEI shall confirm that the Contractor is conducting inspections, preparing reports and monitoring all storm water prevention measures associated with the Project. If this Project requires the use of the NPDES general permit, the CEI will assign at least one individual who has successfully completed the "Florida Stormwater, Erosion and Sediment Control Training and Certification Program for Inspectors and Contractors" to perform these services. The CEI shall document the number of NPDES/Stormwater-related inspections required as per the CITY's NPDES MS4 permit and the CITY's established NPDES Standard Operating Procedures (SOP's).
- e. The CEI will analyze issues that arise on the Project and proposals submitted by the Contractor, work to resolve such issues and process the necessary documentation. If a change order is required, the CEI will negotiate the contract change and provide a recommendation to the CITY.
- f. The CEI will produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the CITY to make a timely payment to the Contractor.
- g. Field measurements will be recorded in field books or tabulation sheets in the contract plans by the CEI. The CEI will review the Contractor's monthly pay application, verify the quantities and make recommendation to the CITY for payment.
- h. The CEI will review and analyze Contractor request for additional time and/or money, and provide a written recommendation to the CITY for the entitlement and the quantum merit of the Contractor's request. If determined by the CITY that extra time and/or monies are due to the Contractor, the CEI will make a recommendation to the CITY.
- The CEI will review the contractor's monthly pay application and compare it to the work completed on the project. The CEI will provide the pay application package to the CITY for recommended monthly payment.
- j. The CEI shall review design changes made by the Design Engineer and analyze impacts to the project schedule and/or cost. The CEI will provide a written recommendation to the CITY resulting from this analysis.

5. Personnel

The following is a brief description of possible CEI staffing assigned to this Task Order.

Senior Project Engineer (similar to CITY's Construction Manager)

The CEI will provide a graduate civil engineer and professional engineering registration in the State of Florida.



Qualifications:

CTQP Quality Control Manager

Certifications:

Florida Advanced MOT FDEP Stormwater Management Inspector

Project Administrator

The CEI will provide a Project Administrator with Civil Engineering degree plus 2 years of engineering experience in construction of major road and bridge or a minimum of 8 years experience.

Certifications:

CTQP Quality Control Manager Florida Advanced MOT FDEP Stormwater Management Inspector

Senior Inspector

High school graduate plus four years in construction inspection, one year of which shall have been in bridge and / or roadway construction inspection.

Qualifications:

CTQP Concrete Field Inspector Level I and II
CTQP Asphalt Roadway Level I and II
CTQP Earthwork Construction Inspection Level I and II

Certifications:

Nuclear Radiation Safety FDEP Stormwater Management Inspector Florida Intermediate MOT

Inspector

High school graduate plus two years in construction inspection, one year of which shall have been in bridge and / or roadway construction inspection plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I

Certifications:

Nuclear Radiation Safety FDEP Stormwater Management Inspector Florida Intermediate MOT



SECTION 3. DELIVERABLES

The CEI shall provide the CITY with a compact disc (CD) of project documents including daily reports, etc. at the end of the project.

SECTION 4. PROJECT SCHEDULE

The total project Construction period for the Colonial Town Drainage Improvement project is estimated to be 11 months (10 months to substantial completion and an additional month for final acceptance). Construction is anticipated to be performed Monday through Friday, 8 hours per day, accounting for holidays and reasonable rain days. The CEI will be reimbursed for any overtime or weekend work, if required. An amendment may be necessary if the contract duration is exceeded.

SECTION 5. COMPENSATION

The CEI shall perform the Scope of Services on a Not-to-Exceed basis for this Task Order. The Not-to-Exceed fees for this Scope of Services for the Colonial Town Drainage Improvement is <u>Two Hundred Seventeen Thousand Thirty-Six Dollars and Four Cents</u> (\$217,036.04).

The CEI shall submit invoices to the CITY's Project Manager for work performed on a time and materials based on the hours incurred during each calendar month and the hourly billing rates in the Contract plus other direct costs for subcontractors and reimbursables. Invoicing shall be accompanied by a brief description of the work effort completed and labor-hour charged during the billing period. Subcontractor costs shall include a ten percent markup. Reimbursable costs shall be itemized, and supporting documentation provided.



Scope of Services

Table	1	Task A	uthorizati	on	Budget
Colon	٠.	1 Tares	Duningga	I	

January 2018
Value
\$139,490.28
\$69,048.00
\$6,904.80
\$1,592.96
\$217,036.04



Table 2 CDM Smith Labor Budget

CDM	A Smith Rates with 3.0 Multiplier	Project Manager	Senior Project Engineer	Project Administrator	Sr. Inspector	Inspector(t)	Administrative Support	Total Hours	Total Fee 3
		\$258.66	\$214.83	\$169.38	\$102.93	\$77.22	\$69.00		
No.	Tasks								
1	CEI Services	12	10	396	396	165	198	1,177	
	Total Hours	12	10	396	396	165	198	1,177	
	Cost Per Labor Category	3,103.92	2,148.30	67,074.48	40,760.28	12,741.30	13,662.00	<u>.</u>	\$139,490.28

The total hours, billing rates, and distribution shown above are for planning purposes only and are not intended to be used for invoicing purposes. CDM Smith reserves the right to vary actual hours worked between the various tasks and labor categories above based on available staff mix, project schedules, and project scope

(1) CDM Smith Inspector to supplement Civil/Site Engineering, Inc. Inspector. See Table 4.

CDM smith ur0335-scope of services-12jan2018 (colonial town drainage).doc

Scope of Services

Table 3 Other Direct Costs Budget

Colonial Town Drain	age Improvement			January 2018
Description	Units	Quantity	Cost	Total
Copies	ea./sheet	5000	\$0.10	\$500
Postage	ea.	36	\$0.36	\$12.96
Express Service	ea.	24	\$35,00	\$840
Data & Media	ea.	24	\$10.00	\$240



Scope of Services

Table 4 Outside Professional Budget

	lonial Town Drainage Improvement		January Participation		
Company	Task	Subcontracted Services	MBE	WBE	
Civil/Site Engineering, Inc.	On-site Inspection	\$60,753.00	_	\$60,753.00	
Page One Consultants, Inc.	On-site Inspection/Testing Laboratory	\$8,295.00	_	\$8,295.00	
7	Total	\$69,048.00		\$69,048.00	
			0%	31.8%	





Civil/Site Engineering, Inc.

Manhour and Fee Estimate Colonial Town

City of Orlando Construction Engineering Inspection (CEI) Services for Streets /Stormwater

Task Description	CEI Sr. Inspector/Inspector
Raw Labor Hourly Rates x 2.63 Multiplier	\$73.64
Review the Project Bid Documents (Plans, Project Manual, SJRWMD Permit, Contract)	
Prepare for/Attend Project Kick-Off Meeting	
Prepare for/Attend Pre-Construction Meeting	
Inspection Services	825
Conduct a Substantial Completion Inspection and Issue a Punch-List	
Conduct a Final Inspection	
Project Administration	
otal Hours	825
otal Labor Costs	\$60,753.00
stimated Other Direct Costs (prints, copies, plots, etc.)	
Total Labor Costs	\$60,753.00

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Civil/Site Engineering, Inc.
Construction Engineering Inspection Services Proposal



Civil/Site Engineering, Inc.

Manhour and Fee Estimate Colonial Town

City of Orlando Construction Engineering Inspection (CEI) Services for Streets /Stormwater

Effective Date:

Effective Date: Task Description	CEI Sr. Inspector/Inspector
Raw Labor Hourly Rates x 2.63 Multiplier	\$73.64
Review the Project Bid Documents (Plans, Project Manual, SJRWMD Permit, Contract)	
Prepare for/Attend Project Kick-Off Meeting	
Prepare for/Attend Pre-Construction Meeting	
Inspection Services	825
Conduct a Substantial Completion Inspection and Issue a Punch-List	
Conduct a Final Inspection	
Project Administration	
Total Hours	825
Total Labor Costs	\$60,753.00
Estimated Other Direct Costs (prints, copies, plots, etc.)	
Total Labor Costs	\$60,753.00

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Page One Consultants, Incorporated
Lab Testing Services Proposal



January 11, 2018

Virgil E. Rook, P.E. Vice President CDM Smith 2301 Maitland Center Parkway, Suite 300 Maitland, FL 32751

RE: City of Orlando - Colonial Town Drainage Improvements

Subject: Proposal for Lab Testing Services

Dear Mr. Rook,

The Colonial Town Drainage Improvements project includes construction of drainage, water, and sanitary sewer improvements along Oregon Street from Hampton Avenue to Altaloma Avenue. Approximately 1,000 linear feet of 66-inch diameter RCP is proposed along Oregon Street from Hampton Avenue to Altaloma. The proposed 66-inch RCP is to be connected to the existing 108-inch RCP at Hampton Avenue. The water and sanitary sewer systems will be replaced with similar diameter pipe. During construction, roadway reconstruction and intersection improvements will be performed within the project limits.

Page One Consultants, Inc. (POC) is an FDOT pre-qualified Testing Laboratory and will provide materials lab testing under direct supervision of CDM Smith CEI staff for the referenced project. We have estimated the Lab Testing Cost to be a maximum not to exceed amount of \$8295.00 for this project. POC has provided the attached rate sheet and estimate for invoicing these services. POC has a long working relationship with CDM Smith, therefore the coordination and completion of these services will be efficiently performed.

Thank you for your confidence in Page One! We look forward to working with you and your team on this project!

Best regards,

PAGE ONE CONSULTANTS, INC.

Keith B. Warren, P.E.

Koth Warren

CMT Department Manager

Attachment: 2018 MATERIALS TESTING FEE SCHEDULE

Cost Estimate

January 11, 2018 Materials LAB TESTING Colonial Town Drainage Improvements Consultant Cost Estimate

Employee Classification	Quantity	Unit	8il	ling Rate	Cost
Proctors	8	Each	\$	136.50	\$ 1,092.00
Grain Size Analysis (excluding -200 sleve)	8	Each	\$	67.00	\$ 536.00
Wash No. 200 Sieve	8	Each	\$	55.00	\$ 440.00
Organic Content Testing (Average of 3)	8	Each	\$	77.00	\$ 616.00
LBR's	2	Each	\$	385.00	\$ 770.00
Test Concrete Cylinders (each)	6	Each	\$	21.50	\$ 129.00
Senior Engineer (P.E.)	6.0	Hour	\$	170.00	\$ 1,020.00
Project Manager (Non-P.E.)	12.0	Hour	\$	144.00	\$ 1,728.00
Clerical/Administrative	12.0	Hour	\$	55.00	\$ 660.00
Asphalt Plant Inspector	16.0	Hour	\$	81.50	\$ 1,304.00
		LAB TESTING	LIMITING	G AMOUNT	\$ 8,295.00



2018 MATERIALS TESTING FEE SCHEDULE

SOIL and AGGREGATE

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Liquid Limit of soils testing Plastic Limit of soils	\$62.00 per sample \$62.00 per sample
Chloride	\$55.00 per sample
Corrosion Series (pH, Resistivity, Sulfate, Chloride)	\$220.00 per sample
In-Place Density Testing	See Personnel Rates
Grain Size Analysis - Soil/Fine Aggregate (Excluding -200 sieve) - Coarse Aggregate (Excluding -200 sieve)	\$67.00 per sample \$82.00 per sample
Limerock Bearing Ratio (LBR)	\$385.00 per sample
Moisture Content	\$ 22.00 per sample
Proctor Test (Modified or Standard)	\$136.50 per sample
Wash No. 200 Sieve	\$55.00 per sample
Organic Content Determination (sample = average of 3)	\$77.00 per sample
pH Testing	\$55.00 per sample
Resistivity	\$55.00 per sample
Soil Cement Field Proctor	\$113.00 per sample
Soil Cement Pills Compressive Strength Testing	\$26.00 per pill sample
Specific Gravity - Soil/Fine Aggregate - Coarse Aggregate	\$67.00 per sample \$62.00 per sample
Sulfate	\$55.00 per sample
Absorption	\$60.00 per sample
Unit Weight	\$59.00 per sample
Organic (Colorimetric ASTM C-40)	\$60.00 per sample



ASPHALTIC CONCRETE

Asphalt Extraction / Gradation / Bitumen Content

\$206.00 per sample

Asphalt Coring (Exclusive of personnel rates) (Does not include M.O.T.)

Mobilization of Equipment (Per Trip)

\$221.00 lump sum

Coring Bit Usage - Obtaining Core Sample

\$16.50 per core

Density Tests of Cores (Bulk Specific Gravity)

\$55.00 per core

Pavement (Asphalt or Base) Depth Checks

\$15.50 per core

CONCRETE

Concrete Cylinders

Compressive Strength

\$21.50 per sample

Concrete Beams

Flexural Strength (Beams, Third Point Loading)

\$82.50 per sample

Masonry Mortar

Mortar Cube Compressive Strength (ASTM C780)

\$27.00 per sample

Masonry Grout

Grout Prism Compressive Strength (ASTM C1019)

\$27.00 per sample

Concrete Coring (Exclusive of personnel rates) (Does not include MOT)

Mobilization of Equipment (Per Trip)

Priced per project

Coring Bit Usage - Obtaining Core Sample

\$16.50 per core

Core Compressive Strength Tests

\$67.00 per core



PERSONNEL RATES

Principal Engineer (P.E.)	\$216.00 per hour
Senior Engineer (P.E.)	\$170.00 per hour
Project Engineer / Project Manager (P.E.)	\$144.00 per hour
Project Manager (Non - P.E.)	\$124.00 per hour
Project Coordinator / Assistant Project Manager	\$103.00 per hour
Chief Engineering Technician / Inspector	\$100.00 per hour
Asphalt Plant Inspector	\$81.50 per hour
Senior Engineering Technician / Inspector	\$80.00 per hour
Engineering Technician	\$60.00 per hour
Clerical / Administrative	\$55.00 per hour

Notes: 1) Rates are portal to portal (minimum 4 hours per trip).

- 2) Overtime (over 8 hrs./day, after 5:00 PM to 7:00 AM, weekends, and company holidays) will be billed at 1.5 times the above noted rates.
- 3) Rates for services not shown to be provided on a per project as-needed basis