

MEMORANDUM

TO: MAYOR AND CITY COMMISSION

FROM: CITY ATTORNEY'S OFFICE

DATE: April 5, 2021

RE: **Task Authorization with Chastain-Skillman, Inc. for Engineering Services for Water Utility Relocations for the FDOT SR400 (I-4) at SR33 Interchange Modification and SR33 from Old Combee to University Blvd Projects**

The Florida Department of Transportation (FDOT) is proposing improvements to SR33 in two phases - from Old Combee Road to University Boulevard, and at the I-4/SR33 interchange. FDOT's work will include road widening and drainage improvements requiring the relocation of water and wastewater utilities. Attached hereto for your consideration is a proposed Task Authorization with Chastain-Skillman, Inc. ("CSI") for engineering services for utility relocations for the above-referenced projects. In accordance with the Task Authorization, CSI will provide design, permitting, bidding assistance, construction administration, resident project representative, and project close-out services for necessary water and wastewater utility relocations in conjunction with the FDOT's improvements.

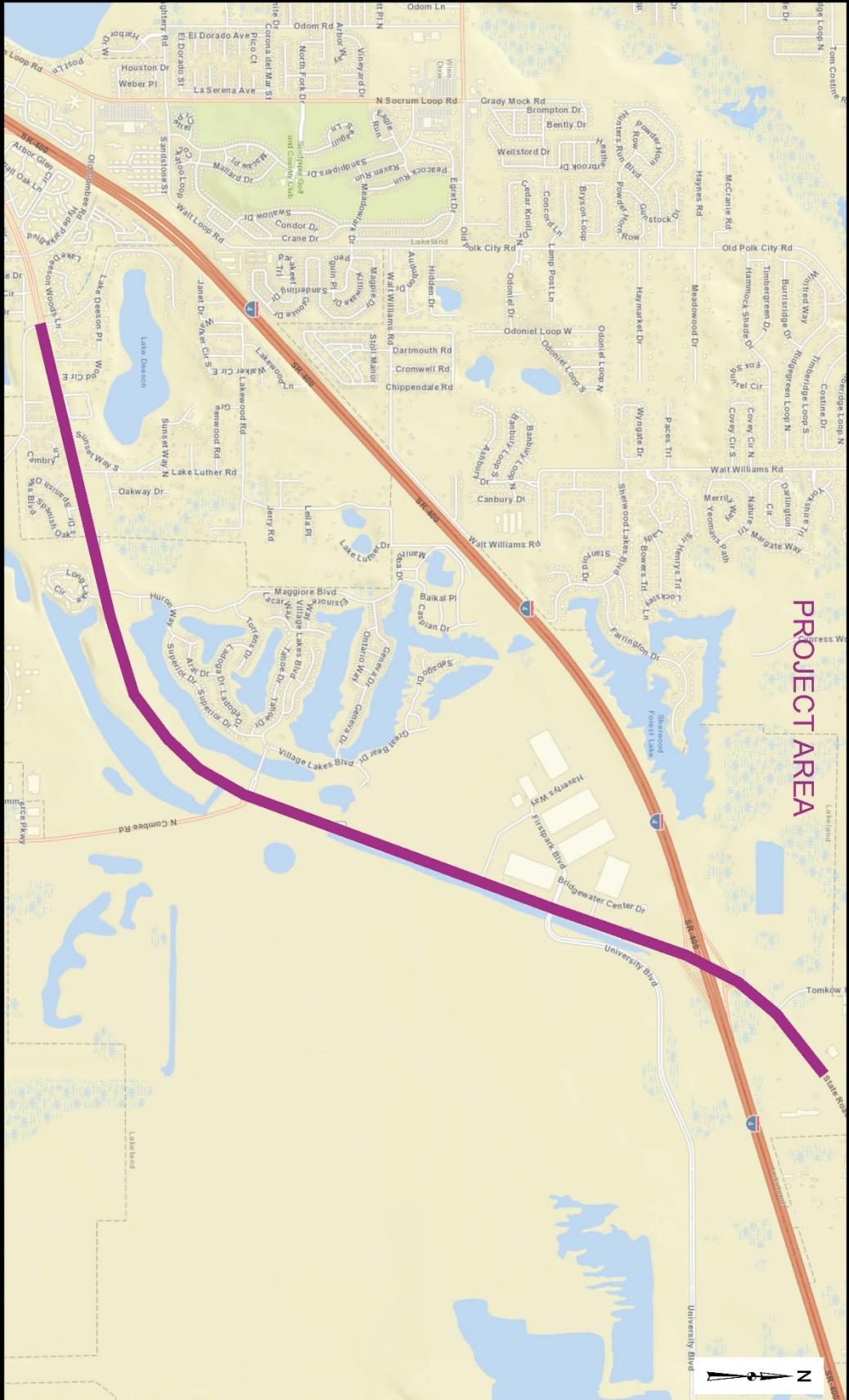
All services pursuant to this Task Authorization will be performed in accordance with the terms and conditions set forth in the Continuing Contract and Agreement for Municipal Engineering Services between the City and CSI, which was previously approved by the City Commission in September 2016. The total not-to-exceed cost associated with this Task Authorization is \$235,600. In addition, reimbursable expenses will be paid in accordance with the City's Consultant Expense Reimbursement Policy.

It is recommended that the City Commission approve the attached Task Authorization with Chastain-Skillman and authorize the appropriate City officials to execute the Task Authorization.

Attachments



The use of this data is being provided on an "as is" basis for your convenience and may be subject to change without notice. While every reasonable effort has been made to assure the accuracy of the map and data contained herein, the City of Lakeland makes no warranty, representation or guarantee, as to the content, sequence, accuracy, timeliness, reliability or completeness of any of the data provided. The user of this application's should not rely on the data provided herein for any purpose. The City of Lakeland explicitly disclaims any responsibility and warrants, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall the City of Lakeland assume liability for any errors, omissions or inaccuracies in the information provided hereunder. The City of Lakeland shall not be liable for any action, cause or action taken or not taken by the user of this application in reliance upon any information or data contained hereunder.



PROJECT AREA

TASK AUTHORIZATION FORM

In accordance with the Continuing Contract for Professional Municipal Engineering Services dated October 1 2016 with Chastain-Skillman, Inc., the City hereby authorizes Chastain-Skillman, Inc. to proceed with the services as set forth in the following:

Task No.: CS-21-04(m)

Project Titles: SR400 (I-4) at SR33 Interchange Modification / SR33 from Old Combee to University Blvd

Engineering Firm: Chastain-Skillman, Inc.

Billing: As set forth in above referenced Agreement

Not-To-Exceed: \$235,600, including reimbursable expenses to be paid in accordance with the City's Consultant Expense Reimbursement Policy attached hereto and made a part of this Task Authorization.

Scope of Work: FDOT is proposing improvements to SR33 in two phases, from Old Combee Rd to University Blvd, and the I-4/SR33 interchange. FDOT work includes road widening and drainage improvements requiring the relocation of water and wastewater utilities. Chastain-Skillman, Inc. (CSI) will provide the following services under this task authorization: design of relocations, permit acquisition, bidding assistance, and construction administration services for both phases of the project per the attached proposal from CSI dated March 10, 2021.

Accepted for Chastain-Skillman, Inc.:

Accepted By: _____ Date: _____
Chastain-Skillman, Inc.

Accepted for City of Lakeland:

Reviewed By:		Initials	Date
Project Manager:	Jim Lilly	_____	_____
Manager of Water Utilities Engineering:	Robert Kniss	_____	_____
Director of Water Utilities:	William C. Anderson	_____	_____

Accepted By: _____ Date: _____
H. William Mutz, City Manager

Attest:
By: _____ Date: _____
Kelly S. Koos, City Clerk

Approved as to form and Correctness:
By: _____
Palmer C. Davis, City Attorney

City of Lakeland
Consultant Expense Reimbursement Policy
Revised 6/18/2018

General

This policy governs all eligible reimbursement expenses paid to consultants hired by City Departments under professional service contracts. All reimbursable expenses must adhere to the following provisions and be verified and approved by the appropriate department head, or their designated representative administering the professional contract. An exhibit to each contract or agreement must be accepted by each professional services consultant prior to the agreement being considered fully executed. All proposed reimbursable consultant expenses must be submitted to the managing designee with matching receipts and specific documentation outlining the nature of the business conducted in association with the expenditure prior to approval by the City.

Consultant Contract Provisions

1. Reasonable expenses will be reimbursed for customary business activities deemed integral to the completion of the consulting assignment (i.e. phone calls, copies, printing, facsimile services, etc.)
2. Reasonable travel expenses will be reimbursed at a rate not-to-exceed the following:
 - Car Rental – Limited to mid-size vehicles or smaller.
 - Airline Travel – Limited to tourist or coach class fare, all efforts will be made to identify the most economical flight options available at time of scheduling.
 - Use of private automobile for administration of project related requirements may be reimbursed at the current IRS mileage reimbursement rate. (www.irs.gov)
 - Local hotel accommodations will be reimbursed at a rate not-to-exceed the GSA lodging rate for Tampa, Florida per night plus sales tax. (www.gsa.gov) Incidentals related to the hotel stay will not be reimbursed.
 - Meal expenses will be reimbursed at a rate not-to-exceed the GSA M&IE rate for Tampa, Florida. A maximum of 15% gratuity on meals will be allowed.
 - No entertainment expenses will be reimbursed, including, but not limited to, alcoholic beverages, in-room entertainment, registrations, tickets to sporting events or entertainment events, banquet and or client entertainment.
 - No reimbursement will be provided for personal expenses of any nature.
 - When representing the interest of the City outside of the Lakeland area, reimbursement of reasonable hotel accommodation costs will be provided as determined by the responsible Department Head.

Collection of Back-up Documentation

All consultant expenditures submitted for reimbursement shall be properly documented and approved by the appropriate department head or designated representative managing the agreement. Original receipts must be provided for payment, along with documentation on purpose. The department head or designated representative will be responsible for the collection of this documentation and for communicating with the consultant on issues related to reimbursable costs or back-up documentation. It will be the responsibility of the department head or designated representative to obtain the necessary approvals from the City Managers' Office for variances to the policy.

Prior to payment of invoices, the following will be required:

1. Verification that invoice references the correct professional service contract.
2. Verification that the specific contract deliverables have been met and scope of work has been satisfactorily completed.
3. Verification that all consultant reimbursable expenses were incurred in conjunction with specified services rendered and billed at cost.
4. All reimbursable expenses must be submitted with receipts documenting expenses.
5. Verify all expense calculations are correct.

Variance Approval

All variances or modifications to the provisions in this policy must be approved by the City Manager or authorized designee.

ATTACHMENT A
to
TASK AUTHORIZATION
to the
Chastain-Skillman, Inc./City of Lakeland
Continuing Contract and Agreement for
Professional Municipal Engineering Services
dated October 1, 2016
related to
S.R. 33 and S.R. 400 (I-4) Utility Adjustment/Relocation
CSI File No. DEJ21.001

I. INTRODUCTION

The City of Lakeland (City) owns and operates potable water and sanitary sewer force mains on State Road 33 and State Road 400 (I-4). As a part of the FDOT construction planned for these State Roadways, the City of Lakeland has requested that Chastain-Skillman, Inc. (Consultant) assist the City in the preparation of plans to adjust or relocate the City utilities.

II. ASSUMPTIONS

The Consultant has made the following assumptions in the preparation of the scope of services, compensation and period of service:

1. The current Roadway Construction Drawings prepared by the Florida Department of Transportation (FDOT) District 1 and dated March 3, 2020 are understood to be Phase II Drawings.
2. FDOT will provide electronic file in MicroStation format for plan preparation.
3. Based on the drawings, it is understood that many of the existing underground utilities are located vertically and horizontally on the contract drawings. Consultant will utilize the information provided in the plans set titled "Contract Plans - Financial Project ID 430185-3-52-01, Polk County, State Road 33 and State Road 400 (I-4)," prepared by FDOT. The Consultant is not responsible for the status of underground facilities not identified from subsurface utility engineer (SUE) data.
4. Geotechnical engineering, surveying, and SUE services (if required) for areas outside the SR 33 Highway right-of-way will be provided under a separate agreement.
5. The projects will be constructed by an UWHCA. It is assumed the projects will not occur simultaneously and two separate sets of construction documents will be required.
6. Any information obtained by the Consultant from the Client or others, including public records, is accurate and can be relied upon by the Consultant.

III. SCOPE OF SERVICES

The Consultant will perform the services as described below upon written authorization from the City:

Phase 1 Review of Preliminary (Red, Green, Brown) Plans

This task consists of reviewing preliminary "red, green, brown" (RGB) drawing markups for the proposed water and sanitary sewer force main relocations, as prepared by the City. This task consists of the following:

1. Review roadway design plans against available utility location information.
2. Verify conflicts identified in the Utility Conflict Matrix and identify additional conflicts.
3. Verify accuracy of City's RGB plans.
4. Review the preliminary opinion of probable cost (OPC) prepared by the City for the utility relocation work.

Phase 2 Relocation Plans

This phase consists of preparing design drawings (plan and profile sheets, notes and detail sheets), technical specifications, OPC, and UWS for the proposed water main and sanitary force main relocations. This phase consists of the following:

Task 1 - 60% Design

1. Prepare 60% construction plans for the proposed improvements based upon the City's utility standards.
2. Prepare 60% technical specifications for the proposed improvements based upon the City's utility standards.
3. Based on the 60% plans, prepare a 60% Utility Work Schedule (UWS) using FDOT Form #701-010-005.
4. Prepare an 60% Construction OPC for the proposed improvements, based on Consultant's experience, qualifications and professional judgment as an experienced engineer familiar with the construction industry.
5. Submit preliminary design plans, specifications, OPC, and UWS for the City to review at the 60% level of completion.
6. Incorporate written comments provided by the City, as deemed appropriate by Consultant.
7. Submit 60% plans, specifications, OPC, and UWS to the City and FDOT Utility Coordinator.

Task 2 - 90% Design (FDOT Phase III Submittal)

1. Prepare 90% design plans and technical specifications for the proposed improvements.
2. Prepare a 90% UWS.
3. Prepare an 90% Construction OPC.
4. Submit design plans, technical specifications, OPC, and UWS to the City for review at the 90% level of completion.
5. Incorporate written comments provided by the City, as deemed appropriate by Consultant.
6. Submit 90% design plans, specifications, OPC, and UWS to the City and FDOT Utility Coordinator.

Task 3 - 100% Design Plans (FDOT Phase IV Submittal)

1. Prepare 100% construction plans and technical specifications. Plans and specifications will be signed and sealed.
2. Prepare a 100% UWS.
3. Prepare an 100% Construction OPC.
4. Submit 100% construction plans, specifications, OPC, and UWS to the City and FDOT Utility Coordinator.

Task 4 - Coordination and Meetings During Design

This task consists of attendance at progress meetings, as well as review meetings with City staff and other parties. This task consists of the following:

1. Attendance by the Consultant at a maximum of six (6) meetings with the City for review and Utility Coordination Meetings with FDOT to coordinate design and to discuss/review design documents.

Phase 3 Permitting

This phase consists of the preparation and submittal of the forms and documents that are required for obtaining construction permits/approvals from the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and Florida Department of Health - Polk County (DOH). This task consists of the following:

Task 1 - FDEP

1. Prepare and submit a Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (DEP Form 62-604.300(8)(b)) to the City for submittal to the FDEP. It is anticipated that one (1) permit application will be filed for each project.
2. Respond to questions/comments raised by the FDEP resulting from its review of the permit applications.

Task 2 - FDOT

1. Prepare and submit a Right-of-Way Use Permit to the City for submittal to the FDOT. It is anticipated that one (1) permit will be filed for each project.
2. Prepare and submit utility notification letters to utilities which may have potential conflicts.
3. Respond to questions/comments raised by the FDOT resulting from its review of the permit applications.

Task 3 - DOH

1. Prepare and submit a Notice of Intent to Use the General Permit for Water Main Extensions - (DEP Form 62-555.900(7)) to the City for submittal to the Health Department. It is anticipated that one (1) permit application will be filed for each project.
2. Respond to questions/comments raised by the Health Department resulting from its review of the permit applications.

The City shall be responsible for the payment of all permit application fees to regulatory agencies in conjunction with this task.

Phase 4 Bidding Assistance

FDOT will conduct bidding of the project. The Consultant will respond to any bidder questions pertaining to the City's utilities relocation.

Phase 5 Construction Administrative Services

The Consultant will assist the City by providing construction administrative services, technical support, and consultation. These services will be provided on an hourly basis as the construction schedule is unknown at this time. For budgeting purposes, this Task Order assumes construction administration time will require 104 hours per project.

1. Attend a preconstruction meeting with DOT, contractor, and City.
- 2.. Review contractor's submittals, including shop drawings and certification for the limited purpose of checking for general conformance to the design drawings and specifications.
3. Provide responses to contractor's questions as requested by the City.
4. Attend up to eight (8) construction progress meetings.

Phase 6 Resident Project Representative (RPR) Services

Provide observation services by an RPR to observe construction for general conformance with the contract documents. These services will be provided on an hourly basis as the construction schedule is unknown at this time. For budgeting purposes, this Task Order assumes RPR time for each project will require 15 hours per week for 16 weeks for each project (240 hours per project). The duties of the RPR are described in the attached **Exhibit B**.

Phase 7 Project Close-out

Upon completion of construction, the Consultant will assist the City in closing out the project by performing the following:

1. Review as-built drawings provided by the contractor and request additional information as deemed necessary by the Engineer to reflect record conditions.
2. Prepare record drawings based on the contractor's certified as-built drawings.

3. Submit certifications of construction completion to FDEP and DOH.

Phase 8 Project Management

At monthly intervals, a project summary will be provided to the City. The submittal will show compliance with budget and shall update the schedule of services.

IV. DELIVERABLES

The Consultant shall prepare and submit to the City, including electronic format when applicable, the following deliverables:

PHASE	ACTIVITY	DELIVERABLE
2.1	60% plans, specifications, OPC, and UWS	One (1) hard and electronic copy for each project
2.2	90% plans, specifications, OPC, and UWS	One (1) hard and electronic copy for each project
2.3	100% plans, specifications, OPC, and UWS	One (1) hard and electronic copy for each project
3.1	FDEP Permit Application	One (1) hard and electronic copy for each project
3.2	FDOT Permit Application	One (1) hard and electronic copy for each project
3.3	DOH Permit Application	One (1) hard and electronic copy for each project
6	RPR Daily Reports	Electronic copies for each project
7	Record Drawings	Two (2) hard copies, pdf and CAD copies for each project
7	FDEP and DOH Certifications	Electronic copy for each project
8	Project Management	Monthly project summaries and schedule updates for each project

V. EXAMPLES OF SERVICES NOT INCLUDED

The following services are not included in the Scope-of-Services set forth in Section V of this Service Authorization:

1. Verification of the accuracy of information provided by others, including underground utility locations.
2. Surveying and subsurface utility locating services.
3. Preparation of wetlands mitigation plans and wetlands monitoring.
4. Threatened/endorsangered species surveys, permitting and mitigation plans.
5. Responses to agency comments other than those detailed above.

6. Payment of permit application fees.
7. Preparation and submission of permit applications beyond those specifically identified in the Scope-of-Services described herein.
8. Attendance at Meetings beyond those set forth in the Scope-of-Services.
9. Easement recording, negotiations or acquisition services
10. Geotechnical engineering or testing services.
11. Services not expressly set forth in writing as Scope-of-Services as listed in this Service Authorization are excluded from the scope of the Consultant's services.

VI. PROJECT STAFF

The following personnel are scheduled to serve in lead positions providing services under this Task Order. Any proposed changes that may become necessary will be reviewed with the City in advance.

Sr. Project Manager:	Doug Jones, PE
Engineers:	W.R. Cauthan, PE
RPR:	Chris Plowman

VII. PERIOD OF SERVICE

Upon receipt of a duly executed copy of this Service Authorization, the Consultant will promptly initiate the Scope-of-Services of this Service Authorization and would expect to submit 60% plans and specifications to the City for review within 8 weeks.

The submittal of the 90% and 100% plans will be completed based on the schedule dictated by the FDOT for completion of the Highway project.

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VIII. COMPENSATION

Compensation for the Engineer's services performed under this Task Order shall be based upon Fixed Fee arrangement including reimbursable expenses for Phases 1, 2, 3, 4, 7, and 8. The total Fixed Fee shall be **\$137,000**. Compensation for Phases 5 and 6 shall be based upon an hourly-not-to-exceed arrangement. The total hourly-not-to-exceed fee shall be **\$98,600**. The fees are further broken out by task in the following table.

Fee for Tasks 1 through 8 is comprised as outlined below:

Phase No.	Description	SR33 Relocation Plans	SR400 (I-4) Relocation Plans	Total Fee
1	Review of Preliminary Plans	\$ 3,000	\$ 4,000	\$ 7,000
2	Relocations Plans	\$ 44,100	\$ 54,000	\$ 98,100
3	Permitting Services	\$ 3,900	\$ 3,900	\$ 7,800
4	Bidding Assistance	\$ 3,500	\$ 3,500	\$ 7,000
7	Project Closeout	\$ 5,550	\$ 5,550	\$ 11,100
8	Project Management	\$ 3,000	\$ 3,000	\$ 6,000
	Total Phases 1, 2, 3, 4, 7, & 8 (Fixed Fee)	\$ 63,050	\$ 73,950	\$ 137,000
5	Construction Administration (Hourly)	\$ 18,450	\$ 22,550	\$ 41,000
6	RPR Services (Hourly)	\$ 28,800	\$ 28,800	\$ 57,600
	Total Phases 5 & 6 (Hourly)	\$ 47,250	\$ 51,350	\$ 98,600
Total	Fixed Fee & Hourly	\$ 110,300	\$ 125,300	\$ 235,600

The Engineer shall submit monthly invoices for services rendered during the preceding month(s) based on the percentage of the work completed for each Section in the period. Invoices shall identify the City purchase order number and shall include a progress report, areas of concern, and percentage of to-date actual budget and time charged to the project. Invoices shall be certified as correct by a duly authorized representative of the Engineer.

Billing statements will be categorized and sub-totaled by each subcategory noted above with a cumulative total billing amount at the bottom of each statement. The total compensation earned will then have previous billings deducted for a net payment due. The City reserves the right to withhold any amounts deemed to be in question or in advance of actual work progress and must provide the Consultant with a written explanation of the billing amounts that are in question. Dollars may only be moved between the above subcategories with the prior written approval of the City and with the understanding that the internal reallocation will not result in a need to increase the total maximum compensation for the stated scope of services. Should any

services be needed that are out-of-scope, the Consultant will provide a written change order request for the authorization of said additional services complete with justification and a not-to-exceed estimate of additional costs. This request for a change order must be approved by the appropriate City authority based upon magnitude and cost. Any additional work performed without prior written authorization will be at Consultant's sole cost and will be viewed as non-compensable.