

**ATTACHMENT C**  
**CITY OF OAKLAND PARK**  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

<b>CONSULTANT:</b> Craven Thompson & Associates, Inc.			
<b>PROJECT MANAGER:</b> Chris Lips, P.E.			
<b>Address:</b> 3563 N.W. 53 <sup>rd</sup> Street, Fort Lauderdale, Florida 33309			
<b>Contract No.</b>		<b>Work Authorization No:</b> 18-CTA-PW-SOP2018	
<b>Agreement Description:</b> Continuing Professional Services Contract		(Rev.)	
<b>Effective Date:</b> October 1, 2012		<b>Resolution #:</b> _____	
		<b>Effective Date:</b> _____	
<b>P.O. # For Work Authorization:</b>		<b>Budget</b>	
<b>Brief Task Description:</b> NPDES Permits for MS4 Program – SOPs 2018			
In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: <u>See Exhibit "C"</u>			
The total amount or the limiting amount of the compensation will be: <u>\$23,900.00</u> unless additional services are authorized by the CITY in writing. Hourly not to exceed (NTE) items will be paid against detailed invoices describing the work performed, by whom, work dates and number of hours worked on project. Lump Sum (LS) items will be paid based upon the percent of work that is actually complete.			
<b>Compensation elements are as follows:</b>			
<b>Task Descriptions</b>	<b>Method of Compensation (LS/NTE)</b>	<b>Amount (\$)</b>	<b>Project Code</b>
Engineering Study (Task 1)	Hourly, Not to Exceed	\$23,400.00	
Reimbursable Expenses (Task 2)	Estimated Budget	\$500.00	
<b>Total</b>		<b>\$23,900.00</b>	
<b>Other Notes:</b>			
This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> dated October 1, 2012. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning four (4) original signed copies to the City Manager <u>via the appropriate Department Director</u> . The CITY will send you one fully executed copy.			
<b>CITY of OAKLAND PARK Approval:</b>			
Albert Carbon, Public Works Director		_____	_____
		(Signature)	(Date)
<b>CONSULTANT Acceptance:</b>			
Patrick J. Gibney, P.E.		_____	_____
Vice President, Engineering		(Signature)	(Date)

**Exhibit A**  
**Scope of Services**

The City of Oakland Park is a co-permittee covered under the State of Florida Municipal Separate Storm Sewer System Permit number FLS000016-004 issued for Broward County MS4. The permit authorizes the City to discharge stormwater to waters of the State in accordance with an approved Stormwater Management Program (SWMP) and other provisions set forth in the permit.

The SWMP also requires that the City have written Standard Operating Procedures (SOPs) for the following:

- Inspection & maintenance of structural controls.
- Litter control for public rights-of-way.
- Street sweeping.
- Reduction of pollutants from road repair and equipment yards.
- Inspection and implementation of BMPs for waste treatment, storage & disposal facilities
- Public education and outreach program to reduce the use of pesticides and herbicides and incorporate Florida-friendly landscaping (Broward County does this for the City)
- Minimize the use and properly manage pesticides, herbicides and fertilizer application on public property.
- Proactive inspections for illicit discharge (Broward County does this for the City)
- Reactive inspection for illicit discharge (Broward County does this for the City)
- Training all appropriate city personnel and contractors to identify and report indications of illicit discharge
- Spill prevention/response program
- Training all appropriate city personnel and contractors on proper spill prevention, containment and response techniques and procedures
- Public education and outreach program to promote, publicize and facilitate public reporting of illicit discharge and improper disposal (Broward County does this for the City)
- Public education and outreach program to encourage the proper use and disposal of used motor oil, leftover hazardous household products and lead batteries
- Implementation of a wastewater containment program to reduce or eliminate sanitary wastewater contamination into the MS4
- Inspection of high risk facilities (Broward County does this for the City)
- A pre-construction site plan review program to require the use and maintenance of erosion, sedimentation and waste controls during construction
- A construction site inspection program for stormwater erosion and sedimentation inspections of construction sites discharging stormwater to the MS4
- A training program for stormwater training/outreach for city personnel and contractors involved in the site plan review, site operation or inspection of construction site stormwater management, erosion and sedimentation controls.

Based on information provided by the City, CTA will review and assist the City with updating the required SOPs.

Our scope is as follows below and will include general coordination with City Staff:

**I. ENGINEERING SERVICES**

**Task 1 Review and Update Current SOPs (CTA Task No. 31004)**

- 1.1 Review Current Written Standard Operating Procedures:  
CTA will review the City's current Standard Operating Procedures and assist the City to correct deficiencies and supplement the SOPs so as to meet the requirements of the approved SWMP set forth in the State of Florida permit.
- 1.2 Update Written Standard Operating Procedures:  
CTA will assist the City to develop the updated SOPs and to develop a responsibility matrix to identify individuals responsible for maintaining the SOPs.

*Hourly, Not to Exceed* ..... \$23,400.00

**II. MISCELLANEOUS**

**Task 2 Reimbursable Expenses (CTA Task No. XPEN)**

Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, long distance phone calls, Federal Express and courier services.

*Estimated Budget*..... \$500.00

**ADDITIONAL SERVICES**

Additional services will be performed as authorized in writing by the Client. Additional services include but are not limited to the following:

1. Surveying Services
2. Any additional services requested by Client not specifically stated in this Proposal.



**Exhibit B**  
**Work Authorization Terms**

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and Craven Thompson and Associates, dated October 1, 2012.

**1. AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as authorization by the City of Oakland Park (City) for Craven Thompson and Associates (CTA) to proceed with the Services, unless otherwise provided for in this Agreement. The terms and conditions of the October 1, 2012 contract between the City, and CTA govern this Work Authorization.

**2. LUMP SUM**

Lump sum compensation is calculated by reference to hourly schedule included in the October 1, 2012 contract and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

**3. DIRECT EXPENSES**

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CTA.

**4. SCOPE CHANGES**

In the event that CTA believes that work outside of the scope of this contract has been requested or must be undertaken, CTA will notify the City Project Manager in writing prior to performing the additional work. The City and CTA will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CTA shall attempt to have the request placed on the next available City Commission agenda. CTA shall begin work after Commission approval; however, if time constraints dictate quicker action, CTA will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

**5. COST ESTIMATES**

Any cost estimates provided by CTA will be on a basis of experience and judgment. Since CTA has no control over market conditions or bidding procedures, CTA does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**6. PROFESSIONAL STANDARDS**

CTA shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CTA makes no warranty, expressed or implied.

**7. COMPENSATION SCHEDULE**

CTA will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CTA within seven (7) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CTA within thirty (30) days of date of invoice.

**8. LIMITATION OF LIABILITY**

CTA's liability to the City shall be based on the terms of the October 1, 2012 Contract

**9. TERMINATION**

Either City or CTA may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CTA in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the October 1, 2012 Contract Agreement. All requirements of Section 19 of the October 1, 2012 contract shall apply to this contract.

**10. ASSIGNMENT TO RELATED ENTITY**

Requirements of Section 16, of the October 1, 2012 agreement apply to this section.

**11. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby

**12. INFORMATION PROVIDED BY CLIENT**

Permit application fees.

**13. ADDITIONAL SERVICES**

Additional services will be performed as authorized in writing by the Client. Additional services include but are not limited to the following:

- Landscape Architecture services.
- Utility locations.
- Construction stakeout.
- Expert witness testimony.
- Any services required in connection with threatened or endangered species.
- Services required by additional governmental regulations which might be put into effect after the date of this agreement.
- Any additional services requested by Client.

**SCOPE OF SERVICES**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

**City of Oakland Park Work Authorization No.: 18-CTA-PW-SOP2018**

**CTA Proposal No.: 2018-S13.257 (Revised)**

**Brief Task Description: NPDES Permits MS4 SOPs 2018**

In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

**14. FEES**

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

**15. PERMITS AND APPROVALS**

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

**16. CONSTRUCTION REQUIREMENTS**

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the City's responsibility to notify CTA of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

**17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

**18. CLIENT'S RESPONSIBILITIES**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.



City of Oakland Park Work Authorization No.: 18-CTA-PW-SOP2018

CTA Proposal No.: 2018-S13.257 (Revised)

Brief Task Description: NPDES Permits MS4 SOPs 2018

**Exhibit C**  
**Preliminary Project Schedule**

**DELIVERY SCHEDULE**

The Project as delineated in this scope of services will be completed in 8 months concurrent with information received from City and County. The following is the expected work schedule for the Project:

<b>Deliverable</b>	<b>Schedule</b>
Task 1	8 months concurrent with City provided information
Task 2	As Needed