


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

<b>CONSULTANT:</b> Chen Moore and Associates, inc.		
<b>PROJECT MANAGER:</b> Sierra Marrero		
<b>Address:</b> 500 W. Cypress Creek Road, Suite 630, Fort Lauderdale, FL 33309		
<b>Contract No.</b> <b>Agreement Description:</b> Continuing Professional Services Contract – RFQ # 052419 <b>Effective Date:</b> September 18, 2019	<b>Work Authorization No:</b> 22-EBS-CMA-CP-PH1-ACA <b>Resolution #:</b> R-2021-107 (Required for expenditure \$25,000 or above) <b>Effective Date:</b> _____	
<b>P.O. # For Work Authorization:</b>	<b>Budget</b>	
<b>Brief Task Description:</b> CMA is providing construction administration services for the proposed for City Park Phase 1 under work order 2019-CMA-EBS-Splashpad. The construction duration and unforeseen conditions has resulted in additional scope, consisting of additional meeting, field visits, and coordination beyond the assumed scope of services identified in the previous work authorization.		
<b>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></b>		
<b>The total amount or the limiting amount of the compensation will be: <u>\$18,500.00</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>		
<b>Compensation elements are as follows:</b>		
<b>Task</b>	<b>Method of Compensation</b>	<b>Amount (\$)</b>
Task 08C – Additional Construction Administration	Lump Sum	\$18,500.00
<b>Total</b>		<b>\$18,500.00</b>
<b>Other Notes:</b> This Work Authorization is subject to the same terms and conditions of the <u>Continuing Professional Services Contract</u> approved by the City Commission on September 11, 2019. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating and returning two (2) 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>  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;">           David Hebert, City Manager             _____            (Signature)         </div> <div style="width: 30%;">           _____            (Date)         </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 30%;">           Brynt Johnson, Director            Engineering &amp; Building Services             _____            (Signature)         </div> <div style="width: 30%;">           _____            (Date)         </div> </div>		
<b>CONSULTANT Acceptance:</b> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 40%;">           Patrick Kaimrajh, Director of Land Development            Chen Moore and Associates             _____            (Signature)         </div> <div style="width: 40%;">             _____            (Signature)         </div> <div style="width: 20%;">           _____            5/11/2022            (Date)         </div> </div>		

*\*Expenditures \$25,000 or greater require City Commission Approval  
Expenditures \$7,500 of greater require City Manager Approval*

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

As a result of the construction phase extending beyond previous reasonable assumptions, the scope of services our firm shall provide as per our recent discussions now includes the following:

***CONSTRUCTION PHASE***

**Task 8C – Construction Administration** – Consultant shall perform the following services:

- Construction Observation:
  - Perform up to ten additional (10) field visits during construction to observe general conformance of construction with the permit documents.
  - Prepare a daily report of construction for each site visit
  - Attendance to weekly construction progress and change order meetings through the duration of the project construction, which is assumed to be completed by August 18, 2022.

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

- These are additional services to accommodate new scope resulting from the extended construction duration and scope. The fees described herein are in addition to the original Purchase Order and first, second, and third additional service issued by the City.
- The construction is assumed to be completed by August 18, 2022. Construction durations extending beyond that date may require additional construction administration scope.

**Information to be provided by Client:**

- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, traffic reports, plans or information in Client's possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.

## **Exhibit B**

### **Work Authorization Terms**

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and Chen Moore and Associates, dated October 01, 2019.

#### **1. AUTHORIZATION TO PROCEED**

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

#### **2. LUMP SUM**

Lump sum compensation is calculated by reference to hourly schedule included in the executed 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 CONSULTANT.

#### **4. SCOPE CHANGES**

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT 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 CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT 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 CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

#### **6. PROFESSIONAL STANDARDS**

CONSULTANT 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. CONSULTANT makes no warranty, expressed or implied.

#### **7. COMPENSATION SCHEDULE**

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within ten (10) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

#### **8. LIMITATION OF LIABILITY**

CONSULTANT's liability to the City shall be based on the terms of the Contract

#### **9. TERMINATION**

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT 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 Contract Agreement. All requirements of Section 19 of the contract shall apply to this contract.

#### **10. ASSIGNMENT TO RELATED ENTITY**

Requirements of Section 16, of the 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. 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.

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.

**City of Oakland Park Work Authorization No.: 22-EBS-CMA-CP-PH1-ACA**  
**Firm/Proposal No.: CHEN MOORE AND ASSOCIATES/CITY PARK PH 1 ADDL CONSTRUCTION ADMINISTRATION**  
**CONTINUING PROFESSIONAL SERVICES CONTRACT**

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 CONSULTANT 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.

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

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with your team, the goal is to start immediately upon receipt of a notice to proceed and an official authorization from the Client.

Our expected schedule for the work is as follows:

**Construction Phase**

Task 8C – Construction Administration – Concurrent with construction schedule

**Exhibit D**  
**Staff Time Estimate**

		Project Manager	Project Engineer	CAD Designer	Sr. Construction Specialist	Clerical
<b>Sub-Task</b>	<b>Rate</b>	\$200.00	\$125.00	\$110.00	\$130.00	\$65.00
Weekly OAC Meetings		8	2	0	24	0
Weekly Change Order Meetings		8	2	0	24	0
Additional Site Visits		0	4	0	54	0
Preparation of Daily Reports		0	0	0	8	0
<b>Totals</b>		<b>16</b>	<b>8</b>	<b>0</b>	<b>110</b>	<b>0</b>
<b>Price</b>		<b>\$ 3,200.00</b>	<b>\$ 1,000.00</b>	<b>\$ -</b>	<b>\$ 14,300.00</b>	<b>\$ -</b>
<b>Grand Total</b>		<b>\$ 18,500.00</b>				