



City of North Port

PURCHASING

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WORK ASSIGNMENT

Kimley-Horn & Associates, Inc.

CONSULTANT

CONTINUING CONTRACT NO. & TITLE

2020-58-10 - Professional Engineering Services - Continuing Services Contracts for City of North Port Utilities

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #

2022-02 AGENDA ITEM 22-2798 6-7-22 COMMISSION MEETING

SHORT TITLE

Drying Bed at SWWRF

DATE SUBMITTED

4/22/2022

AMOUNT (LUMP SUM)

\$124,406.00

SCHEDULED COMPLETION

TBD

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 2022

	DEPARTMENT	CITYWIDE (completed by Purchasing) GD 5/17/22
TOTAL OF PREVIOUS ASSIGNMENTS	\$0.00	\$0.00
THIS WORK ASSIGNMENT	\$124,406.00	\$124,406.00
TOTAL WORK ASSIGNMENTS	\$124,406.00	\$124,406.00
ACCOUNT NO/PROJECT NO	U22WDB/420-6062-535.63-00	VARIOUS

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this work assignment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS WORK ASSIGNMENT SHALL NOT EXCEED \$200,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$2,000,000 PER FLORIDA STATUTE 287.055.

SUBMITTED BY:

CONSULTANT

5/4/22

DATE

APPROVED BY:

Nancy Gallinaro

Digitally signed by Nancy Gallinaro
Date: 2022.05.06 15:03:40 -04'00'

DEPARTMENT DIRECTOR

DATE

BUDGET ADMINISTRATOR

DATE

PURCHASING

DATE

FINANCE DIRECTOR

DATE

ASSISTANT CITY MANAGER

DATE

CITY MANAGER

DATE

Print Form

Clear All Fields

ATTACHMENT A

SCOPE OF SERVICES THE CITY OF NORTH PORT DRYING BED AT THE SOUTHWEST WATER RECLAMATION FACILITY

PROJECT DESCRIPTION

The City of North Port Utilities (NPU) owns and operates the Southwest Water Reclamation Facility (SWRF). The SWRF is currently equipped with a septage receiving station that was intended to be used for the pump-out of NPU's vacuum trucks. NPU wishes to install a dual sludge drying bed system for this purpose in lieu of using the septage receiving station.

NPU has retained Kimley-Horn ("Consultant") to provide design, permitting, bid services, and construction certification services for the dual sludge drying bed system. Specific services to be provided under this scope of services are as follows:

SCOPE OF SERVICES

TASK 1: KICKOFF, DATA COLLECTION, AND PRELIMINARY (30%) DESIGN SERVICES

- A. Kickoff Meeting – The Consultant will facilitate a kickoff meeting with City staff to review the project scope, budget, and schedule as well as possible locations for the proposed drying bed system. Following the meeting, the Consultant will generate and distribute a meeting summary to attendees.
- B. Data Collection and Review
 - i. The Consultant will collect and review available design information and record drawings for existing utilities within the project area. NPU will make available existing drawings, operational information, and other documents relevant to the design.
 - ii. The Consultant will perform a site visit to assist with confirmation of existing conditions and utility locations to identify other readily visible above ground obstacles within the project area.
 - iii. The Consultant will review existing survey data to evaluate the proposed sludge drying bed system location for suitability for the intended use and perform an Autoturn[®] vehicle routing model analysis to identify potential truck routing concerns.
- C. Preliminary (30%) Design Documents
 - i. Drawings - The Consultant will prepare a conceptual layout showing two (2) options for possible locations of the proposed improvements for review by NPU. NPU will select the location of the drying bed system based on information presented in order for the Consultant to proceed with the Intermediate design.
 - ii. Technical Specifications - The Consultant shall prepare a draft table of contents for the anticipated technical specifications that will be required for this project.
 - iii. Consultant shall submit an electronic version of the Preliminary Design Documents in PDF format to the NPU project manager. Comments from NPU will be integrated into the Intermediate Design Documents as discussed in the subsequent tasks. It is anticipated that comments will be obtained from NPU within the two (2) weeks following the submittal date.

TASK 2: INTERMEDIATE (90%) DESIGN SERVICES

- A. The Consultant will incorporate NPU comments from the Preliminary Design Documents review into the 90% Design Documents.
- B. Drawings - The Consultant will prepare 90% Design Drawings for the selected location which will consist of the following sheets:
 - i. Cover sheet, Index Map, Table of Contents and Legend.

- ii. Survey Base Map showing existing utilities/facilities and easements, if applicable.
 - iii. Sludge drying bed system design drawings.
 - iv. Design drawings for the associated site improvements, which includes connections to existing utilities, modify paving and drainage, and limited instrumentation and controls modifications.
 - v. Construction details.
- C. Technical Specifications – The Consultant will prepare a set of draft technical specifications based on the most recent version of NPU’s Standard Specifications. The Consultant will modify NPU’s Standard Specifications and incorporate supplemental sections necessary for construction of the drying bed system.
- D. Engineer’s Opinion of Probable Construction Cost (EOPCC) - The Consultant shall prepare an EOPCC based on the 90% Design Drawings. Because Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, will be made based on experience and represent its judgment as an experienced and qualified professional familiar with the industry. Consultant cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions of cost.
- E. The Consultant will submit the 90% design drawings (11” x 17”), draft technical specifications, and an EOPCC to the NPU project manager electronically in PDF format. Comments from NPU will be integrated into the Final Design Documents as discussed in the subsequent tasks. It is anticipated that comments will be obtained from NPU within the two (2) weeks following the submittal date.

TASK 3: PERMITTING SERVICES

- A. The Consultant will prepare "Application for a Minor Revision to a Wastewater Facility or Activity Permit" to include the sludge drying bed in the current SWRF facility permit. The permit application will be submitted to NPU for review prior to submittal to the appropriate regulatory agency. The Consultant will respond to up to two (2) requests for additional information as submitted by the Florida Department of Environmental Protection (FDEP).
- B. NPU will pay for all application and permit fees.

TASK 4: FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS

- A. The Consultant will incorporate NPU comments from the Intermediate Design Documents review into the Final Design Documents. The Final Design Documents will consist of the following:
 - i. Final Design Drawings - one (1) signed and sealed hard copy set of the plans and one (1) electronically signed and sealed set of plans in PDF format. One (1) thumb drive containing the AutoCAD files for the drawings in AutoCAD 2020 format.
 - ii. Technical Specifications - One (1) electronically signed and sealed set of specifications in PDF format. A copy of the technical specifications in MS word format will also be provided.
 - iii. Blank bid form in MS Excel format.
 - iv. Construction duration schedule and recommendations for liquidated damages.
 - v. Final EOPCC.

TASK 5: BID PHASE SERVICES

The Consultant will coordinate with NPU to provide the following bid phase services for the project:

- A. Provide electronic copies and unbound bid documents to NPU. The Consultant will review general and supplemental contract conditions (provided by NPU) for consistency with the technical specification requirements.

- B. The Consultant will respond to up to four (4) requests for information (RFI) from bidders regarding interpretation and clarification of bid documents and will assist with preparation of addenda as appropriate.
- C. In conjunction with NPU, the Consultant will attend a pre-bid meeting for prospective bidders for the project.
- D. Based on the responsive bids submitted, the Consultant will contact and review references and prepare a contractor qualification and recommendation letter to NPU.
- E. Upon completion of the bid phase, the Consultant shall develop and provide conformed sets of the construction documents that will include any changes that were made during the bid phase to NPU. Consultant will also provide one (1) thumb drive containing the AutoCAD drawings of the conformed construction documents in AutoCAD 2020 format.

TASK 6: ENGINEER OF RECORD SERVICES DURING CONSTRUCTION

- A. The Consultant will attend a pre-construction conference with the contractor and NPU staff to discuss contract requirements and responsibilities.
- B. The Consultant will review and provide written response to Shop Drawings and other data which Contractor is required to submit within the time specified in the Contract Documents, but only for conformance with the NPU standards and information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.
- C. The Consultant will provide written responses to up to four (4) requests for information (RFI's) to Contractor and issue necessary clarifications and interpretations of the Contract Documents to NPU as appropriate to facilitate the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by NPU.
- D. The Consultant shall log receipt of, and review and respond to, RFI's and Shop Drawings.
- E. The Consultant will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. The Consultant shall determine the acceptability, subject to NPU approval, of material substitutions proposed by the Contractor.
- G. Consultant will provide on-site construction observation services during the construction phase. The Consultant will provide up to eight (8) periodic field reviews to determine whether permit conditions pertaining to construction are being adhered to by the Contractor. At such times, record information and documentation of compliance with permit conditions will be confirmed using the Contractor's field red-lined set of Construction Documents. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations. Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.
- H. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

- I. Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Kimley-Horn will prepare and submit to the appropriate regulatory agency the certificates of completion of construction. This contract is based on one set of certifications of completion of construction for the project. These certifications shall include the FDEP. Kimley-Horn shall not be required to execute any certification or other documents that might, in the judgment of the Consultant, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance. The documents will be submitted for NPU review and signature prior to final submittal to the regulatory agency.
- J. Based upon as-built information provided by the Contractor, the Consultant will prepare draft record drawings by incorporating the as-built data into the plan view of the conformed construction drawings. The draft record drawings will be submitted to NPU electronically in PDF for review and comment. The Consultant will incorporate comments from the draft record drawing review into the final record drawing submittal, which will consist of the following:
 - i. One (1) electronic copy on a thumb drive in AutoCAD 2020 and PDF.
 - ii. Two (2) half-sized (11-inch x 17-inch) sets of hard copy, signed and sealed record drawings.

METHOD OF COMPENSATION

The Consultant will perform the above Scope of Services for the total lump sum fee of \$124,406.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

TASK	DESCRIPTION	FEE (Lump Sum)
1	KICKOFF, DATA COLLECTION, AND PRELIMINARY (30%) DESIGN SERVICES	\$10,870
2	INTERMEDIATE (90%) DESIGN SERVICES	\$32,310
3	PERMITTING SERVICES	\$2,340
4	FINAL DESIGN DRAWINGS AND CONTRACT DOCUMENTS	\$23,788
5	BID PHASE SERVICES	\$14,270
6	ENGINEER OF RECORD SERVICES DURING CONSTRUCTION	\$40,828
TOTAL LUMP SUM FEE		\$124,406

ADDITIONAL SERVICES

Fees verified by UT Dept.

Additional services not specifically addressed in the scope of services that can be provided include, but are not limited to, the following:

- A. City of North Port Site Development Review (SDR).
- B. Demo of septage receiving station components.

NPU RESPONSIBILITIES

NPU will be responsible for the following:

- A. Providing utility staff familiar with the City of North Port's vacuum trucks and current means of disposal.
- B. Providing requested information, if available.
- C. Assigning a project manager, who will serve as the primary point of contact for the Consultant during the project.

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: NPU SWRF Sludge Drying Bed
 Project Number: _____
 Date Prepared: 3/18/2022
 Estimated By: Madeline Kender

Contractual hourly rates verified - gd 5/17/22.
 Fee extensions & total fee verified by Utilities Dept.

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Senior Professional II	Senior Professional I	Professional	Analyst	Senior Technical Support	Technial Support	Support Staff	Total
		\$ 285.00	\$ 256.00	\$ 175.00	\$ 150.00	\$ 150.00	\$ 80.00	\$ 90.00	
1.0	Kickoff, Data Collection, and Preliminary (30%) Design Services								
	Kick-Off Meeting	1	2	4	4		4	1	16
	Data Collection (record drawings, Autoturn, etc.)			2	8		4	2	16
	Development of Conceptual Layouts	1	2	4	8	8	8	1	32
	Preliminary (30%) Technical Specifications	1	1	2	2	1	2	2	11
	Subtotal (Hours)	3	5	12	22	9	18	6	80
	Task Total (Fee)	\$855	\$1,280	\$2,100	\$3,300	\$1,350	\$1,440	\$540	\$10,870
2.0	Intermediate (90%) Design Services								
	Design Drawings	2	12	32	18	16	26	1	107
	Technical Specifications	1	4	18	24			8	55
	Engineer's Opinion of Probable Cost			10	12	2	6	2	32
	Review Meeting with City	2	2	2	6		1	1	14
	Subtotal (Hours)	5	18	62	60	18	33	12	208
	Task Total (Fee)	\$1,425	\$4,608	\$10,850	\$9,000	\$2,700	\$2,640	\$1,080	\$32,310
3.0	Permitting Services								
	FDEP Permitting		1	4	8			2	15
	Response to RAIs (Up to 2)		2	2	10		2	4	
	Subtotal (Hours)	0	1	4	8	0	0	2	15
	Task Total (Fee)	\$0	\$256	\$700	\$1,200	\$0	\$0	\$180	\$2,340
4.0	Final Design Drawings and Contract Documents								
	Final Design Drawings	6	11	28	12	8	13	2	80
	Final Technical Specifications	1	2	8	10	1	1	4	27
	EOPCC & Bid Form	1	2	6	8	1	1	2	21
	Construction Duration Schedule		2	6	4		1	2	15
	Subtotal (Hours)	8	17	48	34	10	16	10	143
	Task Total (Fee)	\$2,280	\$4,352	\$8,400	\$5,100	\$1,500	\$1,280	\$900	\$23,788
5.0	Bid Phase Services								
	RFI's	2	4	8	16	4	8	4	46
	Pre-bid meeting		4	4	6			1	15
	Bid Review, Tabulation, and Recommendations		2	4	6			2	14
	Conformed Design Drawings and Technical Specifications		2	2	4	2	4	2	16
	Subtotal (Hours)	2	12	18	32	6	12	9	91
	Task Total (Fee)	\$570	\$3,072	\$3,150	\$4,800	\$900	\$960	\$810	\$14,270
6.0	Engineer of Record Services During Construction								
	Pre-Construction Meeting		4	4	6	2		1	17
	RFI's	2	6	8	12			4	32
	Shop Drawings	4	8	12	24			2	50
	Change Orders		4	6	8			4	22
	Testing & Certification (includes 8 site visits)		4	20	12	32		4	72
	Record Drawings	2	2	12	8	12	20	2	58
	Subtotal (Hours)	8	28	62	70	46	20	17	251
	Task Total (Fee)	\$2,280	\$7,168	\$10,850	\$10,500	\$6,900	\$1,600	\$1,530	\$40,828
	Grand Total (Fee)	\$7,410	\$20,736	\$36,050	\$33,900	\$13,350	\$7,920	\$5,040	\$124,406

ATTACHMENT B – FEE SCHEDULE

HOURLY BILLING RATE SCHEDULE

Contractual Hourly Rates verified - gd 5/17/22.

Kimley-Horn and Associates, Inc.		
Title	Description	Rate
Analyst	Entry level w/engineering degree	\$125-\$190
Professional	Entry level Professional Engineer	\$175-\$220
Senior Professional I	Licensed Professional Engineer w/ 12+ years of post-registration experience	\$210-\$265
Senior Professional II	Professional Engineer w/ 20+ years of post registration experience	\$255-\$285
Technical Support	Entry level technical support w/ HS degree or equivalent, non-registered, non-degreed	\$75-\$110
Senior Technical Support	10 + years of design experience, non-registered, non-degreed	\$120-\$185
Support Staff	Entry level support staff, non-registered, non-degreed	\$80-\$110

- Direct costs are not reimbursable. Direct costs are defined as, but not limited to, the use of communication equipment, computers, copiers, and all other equipment required to perform services. Mileage and meals are considered direct costs and are not reimbursable.
- Permit Fees: Cost
- The City will allow rate adjustments to be submitted for each successive year prior to the end of the current contractual year. Rates are to be firm for each one-year period. No price adjustments will be considered mid-year. Adjustments should not exceed the Bureau of Labor Statistics, Producer Price Index for the industry in the North Port market area.

END OF ATTACHMENT B