

EXHIBIT A
SCOPE OF WORK
Mock•Roos Project No. C0005.10
June 6, 2024

Background

The City of Delray Beach (City) has requested that Mock•Roos provide engineering during construction services during the construction of the City's Thomas Street Stormwater Pump Station Improvement project. It is understood that the City intends to publicly advertise, receive competitive bids and award a construction contract to a qualified construction Contractor by the end 2024 with an anticipated completion by the end of 2026.

All of the construction Work for the project is located in the vicinity of / or within Thomas Street and Seabreeze Avenue (near the Intracoastal Waterway) in the City of Delray Beach, Florida, as shown on the Project Construction Drawings and will be conducted within the City's Right-of-Ways and/or easements. The construction Work is as generally described in the following documents:

- A. Construction Drawings. Titled "Thomas Street Stormwater Pump Station Replacement", dated May 2023 (Mock•Roos Dwg. No. 46-43-16-06).
- B. Technical Specifications. Titled "Thomas Street Stormwater Pump Station Replacement", dated May 2023.

The construction Work may be further generally described as the replacement the existing 18,000 gpm Thomas Street stormwater pump station with a new 85,000 gpm stormwater pump station with an upgraded drainage network. Proposed features include:

- Four (4) new 20,000 gpm pumps and one (1) 5,000 gpm duty pump
- A new 400KW backup generator with 2,000-gallon on-site fuel tank
- Four (4) new 30" pipes and one (1) new 16" pipe with stainless steel flap gate and manatee grates
- Addition of 110 linear feet of new 8'X4' concrete influent box culvert
- Upsizing of 125 linear feet of existing 24" drainage pipe (north side) with 54" drainage pipe
- New powerlines to supply power to the pump station
- Addition of new stormwater catch basins
- Restoration of disturbed roadways and landscaping

The estimated duration of the City's construction contract to perform the construction Work will be a duration of 20 months (86 weeks) with an anticipated active construction period of up to 76 weeks. In addition, there is anticipated to be up to a 4-month duration for initiation of pre-construction activities completed prior to the Notice to Proceed being issued by the City. This period may generally include review and processing of construction Contractor's shop drawing submittals; Contractor submitting its permit applications; and Contractor purchase of equipment with long lead timeframes.

Under this work authorization, Mock•Roos and its subconsultants, Kimley-Horn (structural engineering and landscape architect), and Smith Engineering Consultants (electrical engineering), will provide services to the level required to determine if the project is being constructed in general accordance with the Contract Documents. The City will handle any and all grant related coordination and necessary services. Mock•Roos will generally serve as the City's representative during construction, working with the construction Contractor's Project Manager and/or Superintendent and the City's Project Manager and assisting the construction Contractor in understanding the intent of the Contract Documents. Mock•Roos' scope of services is generally outlined in the Tasks below.

Scope of Services

Task 1 – Administrative (Hourly not to Exceed)

- A. Coordinate with City Project Manager and other City staff and the construction Contractor throughout the duration of the project. It is anticipated that this task will be performed by the Senior Project Manager. Two hours per week are included. Coordination may include, but not be limited to, phone calls, emails, monthly progress updates, requests for information, etc. The majority of this coordination will be informal and for informational purposes only. Formal discussions/decisions will be made formal through a follow-up email documenting the discussions and outcomes.
- B. Provide project management duties throughout the duration of the project. It is anticipated that this task will be performed by the Senior Project Engineer. Two hours per week are included. Provide ongoing coordination with Mock•Roos inhouse staff as well as with subconsultants, including conference calls, email correspondence, project updates, etc.
- C. Assist the City with any public records request received regarding this project during the project duration. Mock•Roos will maintain organized project records, such as shop drawings, RFIs, field reports, etc. and shall gather and provide the City with documents, electronically, if requested, in a timely manner.

Task 2 – Pre-Construction Activities (Lump Sum)

- A. Assist City obtain temporary and/or permanent easements on 148 and 202 Seabreeze Avenue. These easements are necessary for the construction of the proposed wetwell structure. Assistance may include attending meetings with homeowners, coordinating with City staff and legal counsel, updates to drawings to incorporate changes, etc. Survey services are anticipated to be provided by the City through direct contract with a survey firm.
- B. Prepare as-bid conformed documents to the construction Contractor and City. Provide three signed and sealed construction documents to the construction Contractor for their use in obtaining a Building Department permit.
- C. Prepare the agenda and conduct a pre-construction meeting with the construction Contractor, their subcontractors, the City, Mock•Roos' subconsultants, and other

stakeholders (which may include permitting agencies, fire rescue, etc.). This meeting will be conducted at the offices of the City's Public Works department. Following the meeting, attend a site walk through with pre-construction meeting attendees. Prepare and distribute written pre-construction meeting minutes via email.

- D. Receive, log, distribute, review and return construction Contractor's key pre-construction activities submittals. Additional review and coordination beyond initial efforts will be performed under Task 3 below. These pre-construction submittals may include:
 - a. Contractor's initial Construction Schedule
 - b. Contractor's initial Construction Phasing and Temporary Facilities Plan
 - c. Contractor's initial By-Pass Pumping and MOT Plan
 - d. Contractor's Log of Shop Drawing and Engineering Plan Submittals

- E. Provide initial coordination with construction Contractor, the City and residents of 142 and 202 Seabreeze Avenue regarding easement work areas. Coordinate with the construction Contractor, the City and residents of 142 Seabreeze Avenue specifically regarding Temporary Relocation of Equipment as defined in the Contract Documents. Receive and review construction Contractor's initial plan for relocating, installing, and testing of the existing air conditioning equipment and pool equipment outside of the easement work zone.

- F. Following the above, schedule, coordinate and attend up to two (2) field review meetings with the construction Contractor, their subcontractors, the City and Mock•Roos' subconsultants to observe the existing site conditions, review the Contractor's schedule and proposed phasing and by-pass pumping plans and the proposed improvements, discuss potential conflicts and constructability challenges and consider any potential construction Contractor proposed cost saving revisions to the construction of the project. It is understood that these meetings will occur only after the construction Contractor has developed and submitted items identified above.

- G. Coordinate with and attend up to two (2) meetings with the City and construction Contractor to review any potential revisions identified above and provide recommendations to the City for consideration. If necessary, prepare revised construction drawings incorporating any revisions for final pricing by the construction Contractor. It is understood that any revisions will need to meet the original design intent described in the Contract Documents.

- H. Issue official Notice to Proceed to the construction Contractor.

Task 3 – During Construction Activities (Hourly not to Exceed)

- A. Provide onsite presence to observe the construction Contractor perform its explorations and development of its Utility Conflict Resolution Plan (generally depicted on Construction Drawing Sheet C0-9). The construction Contractor will be responsible for contacting 811 and Utility Companies for locates and identifying and exposing existing utilities. Per the Contract Documents, following explorations, the construction Contractor's will prepare a Utility Conflict Resolution Plan submittal (construction drawings signed and sealed by a Professional Engineer in the State of Florida) and price proposal. Review construction Contractor's Utility Conflict Resolution Plan and provide recommendation to the City for a Bid Item Allowance expenditure for the Work.
- B. Review construction Contractor's project construction schedule and review the Contractor's 2-week look ahead schedule provided at each bi-weekly progress meeting (Task 3 below). Any identified concerns regarding potential project delays, schedule "slippage", etc. will be communicated promptly to the City and construction Contractor.
- C. Receive, log, distribute, review and return construction Contractor's fabrication, shop drawings and engineering submittals. It is understood that submittals will be transmitted electronically only. Reviews will be conducted only for general conformance with the project's design concept and general compliance with the requirements identified in the Contract Documents. Shop drawings are not contract documents; therefore, corrections noted, or comments provided, if any, during the review process do not relieve the construction Contractor of all responsibilities and requirements as identified in the Contract Documents. Review and approval of an individual component which is part of an assembly does not constitute approval of the full assembly.

It is anticipated that the City will conduct concurrent reviews, if desired, during the Mock•Roos' review period. Mock•Roos will endeavor to review and return submittals to the construction Contractor within 14 calendar days from receipt. However, multiple submittals will require several engineering disciplines (e.g. mechanical, electrical and structural) to conduct reviews of individual submittals, which may result in addition review time required beyond the 14 calendar days. Mock•Roos will provide electronic copy of the reviewed submittal with a standard submittal log (dates submitted, received, reviewed, returned along with a record of review comments, etc.) to the construction Contractor and City.

- D. Furnish a full-time Resident Project Representative (RPR) to assist Mock•Roos Engineer(s) in observing performance of the Work of the construction Contractor. The RPR will be budgeted for up to 45 hours per week (Monday-Friday), includes travel time, for the 76 weeks of anticipated active construction Work. Any requested Saturday work will be conducted under Task 7 – Contingency below.

- a. The RPR will make visits to the site to observe the progress and the general conformance of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents.
- b. RPR will keep the City informed, in writing, of the progress of the construction Contractor's Work, will endeavor to guard the City against deficiencies in the Work and may reject Work as failing to conform to the Contract Documents and require the Contractor to repair or replace Work found to be defective. The Engineer and/or RPR will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Engineer and/or RPR's efforts will be directed toward providing the City with a greater degree of confidence that the completed Work will conform to the Contract Documents and inform the City of the progress of the Work. Mock•Roos 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 or the contract between City and such contractor. Mock•Roos shall not have any authority or responsibility to stop or direct the work of any contractor.
- c. The Engineer and RPR may also accompany, and document, visiting inspectors representing permit, regulatory or grant agencies having jurisdiction over the project.
- d. Mock•Roos shall have no responsibility and shall not at any time supervise, direct, control or have authority over any Contractor's work, nor shall Mock•Roos have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequences, schedule, or procedures of construction selected or used by any Contractor, for safety precautions, practices or programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its Work.
- e. The Engineer and RPR will not be responsible for the acts or omissions of Contractor or of any Subcontractors, or of the agents or employees of any Contractor or Subcontractor, or of any other persons (except Mock•Roos own employees) at the site or otherwise performing any of the Work. Under no circumstances shall Mock•Roos be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the construction drawings and specifications.
- f. Limitations of the RPR shall further include:
 1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized in writing by the Engineer.

2. Shall not exceed limitations of the Engineer's authority as set forth in the Contract Documents.
 3. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- E. Prepare daily field observation Reports. Reports may include, at the engineer's discretion, information to document the construction Contractor's and subcontractor's personnel and equipment on-site, whether equipment is being used at the time of the visit, materials, quantities of work performed, weather conditions, daily narrative of site activities, and any other information, including photographic documentation of the site. Mock•Roos Engineer(s) will review Reports and coordinate with the construction Contractor and/or City regarding findings noted therein as deemed appropriate by the Engineer. Reports will typically be transmitted electronically to the City's Project Manager on a weekly basis. Reports for each week (Monday through Friday) will be transmitted by the following Friday.
- F. Perform site visits (by Engineers) to review the construction progress. A total of 46 site visits, 4 hours per visit, including travel time, are included. It is assumed that half of these visits will be performed by a Senior Project Engineer and the other half will be performed by the Project Engineer.
- G. Attend bi-weekly construction progress meetings with the construction Contractor, their subcontractors, the City and Mock•Roos' subconsultants (as deemed appropriate by Mock•Roos) during the construction duration) for the 76 weeks of anticipated active construction Work. At this meeting the construction Contractor will be required to provide and review its 2-week look ahead schedule. It is anticipated that these meetings will be attended by a Project Engineer. A total of 38 meetings is anticipated with a duration of 4 hours per meeting, including travel time. Prepare and distribute written meeting minutes for each meeting via email. It is assumed that meeting agendas and meeting minutes will require 2 hours per meeting.
- H. Attend up to 20 additional construction meetings with the construction Contractor, their subcontractors, the City and Mock•Roos' subconsultants (as deemed appropriate by Mock•Roos) during the construction period. It is anticipated that these meetings will be attended by a Senior Project Engineer. It is anticipated that each meeting will be a duration of 4 hours, including travel time. Prepare and distribute written meeting minutes for each meeting via email. It is assumed that meeting agendas and meeting minutes will require 2 hours per meeting.
- I. Review and respond to up to 15 construction Contractor's Requests For Information (RFIs). Responses may include clarifications of design intent along with associated supporting materials, as deemed necessary by Mock•Roos. Mock•Roos will provide electronic responses along with a standard submittal log (dates submitted, received, reviewed,

returned along with a record of review comments, etc.) to the construction Contractor and City.

- J. Review and recommend field directive changes, construction change directives, and proposed change orders, as requested by the construction Contractor and/or the City. Services may include assisting with the negotiation of changes to the Contract Time and/or Contract Price and includes maintaining a standard Contingency Usage log (dates submitted, received, reviewed, returned along with a record of review comments, etc.) to track City-approved expenditures from the Contingency line item in the Schedule of Values. Only City authorized (in writing) and executed Change Orders are binding to the construction Contractor.
- K. Review construction Contractor-submitted pay applications for completeness and provide recommendations for payment to the City (up to 22 pay applications are included). The construction Contractor will submit draft pay applications in accordance with Article 6 of the construction contract between the Contractor and the City. Mock•Roos will review in-field installed quantities to estimate percentage of lump sum unit price items completed and make a written request for the construction Contractor to revise the draft pay application and/or make a written recommendation to the City to proceed with the payment as requested. Physical confirmation and/or documentation of offsite stored materials by Mock•Roos is not included in this proposal. Monthly reviews of construction Contractor's testing laboratory reports and as-built drawings are covered under 3M. and 3N. below.
- L. City will perform all required services pertaining to project grants, including but not limited to LPA0277 State Grant and 22FRP134 Federal Grant. No grant coordination and assistance is included. Mock•Roos may provide assistance, as requested, if approved in writing through a contingency expenditure or Additional Services authorization.
- M. Receive, log and track construction Contractor's material testing results. The construction Contractor shall perform and oversee all Testing Laboratory Services in accordance with project Specification Section 01410, and shall meet all inspections, sampling, testing and reporting requirements. Mock•Roos shall perform monthly review of the construction Contractor's testing laboratory's signed and sealed reports with each pay application for general conformance with the Contract Documents.
- N. Receive, review, log and track construction Contractor's monthly progress as-built drawings with each pay application for general conformance with the Contract Documents. Mock•Roos will provide the construction Contractor with comments at appropriate intervals. Mock•Roos will conduct a final review of the construction Contractor's final set of signed and sealed record drawings at Final Payment.
- O. Provide Engineer to assist the construction Contractor, if necessary, with coordinating with the City Utilities Department and private utilities (Franchise Utilities) during the project.

Engineer may attend (virtual) monthly Utility Coordination meetings being conducted by the City. It is anticipated that these services will be performed by a Project Engineer.

- P. Attend one Substantial Completion walk-through with the construction Contractor, their subcontractors, the City, and Mock•Roos' subconsultants. Develop and distribute "punch list" of outstanding items needing to be completed, and/or corrected, prior to scheduling of a Final Completion walk-through. Prepare and distribute the *Engineers Joint Contract Document Committee* (EJCDC) "Substantial Completion Statement" formally notifying the construction Contractor and the City and documenting the milestone completion date and associated punch list for the project achieving Substantial Completion in accordance with the Contract Documents.
- Q. Attend one Final Completion walk-through with the construction Contractor, their subcontractors, the City, and Mock•Roos' subconsultants. Develop and distribute final "punch list", if necessary, of outstanding items needing to be completed, and/or corrected, prior to issuing a recommendation of Final Payment.

Task 4 – Project Closeout

- A. Provide assistance, as requested, to the construction Contractor and City to implement project commissioning and turnover of the project to the City's O&M staff. Assist with the coordination of the construction Contractor's planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiations.
- B. Assist the construction Contractor and City with compiling, reviewing, and providing the City with project closeout documents. Provide the City will one complete set of final show drawing and engineering submittals and the Contractor's field mark-up drawings demonstrating any construction deviations (both to be provided electronically). Provide permit agency closeout documentation, if required, including any required engineering certifications. "Certification" shall mean a statement signed by sealed by a professional engineering representing that the engineering services addressed therein, as defined in 471.005(7), F.S., have been performed by the professional engineer, and based upon the professional engineer's knowledge, information and belief, and in accordance with commonly accepted procedures consistent with applicable standards of practice, and is not a guaranty or warranty, either expressed or implied.

Task 5 – Subconsultant Services (Hourly not to Exceed)

See attached proposals:

Kimley-Horn will provide structural engineering and landscape architecture services as outlined in its proposal, dated May 31, 2024.

Smith Engineering Consultants will provide electrical engineering services as outlined in its proposal, dated April 26, 2024.

Task 6 – Public Outreach (Lump Sum)

Mock•Roos shall provide public outreach services.

- A. Produce and distribute all publications (letters, door hangers, mail notifications to homeowners (including postage), flyers, brochures, and news releases to the public), in coordination with construction Contractor for the City’s construction contract. Prior to release, the City’s designee will approve all responses, letters, provide drone photography, news releases, and the like.
- B. Administer a project hotline and create and maintain a log of resident concerns including name, contact information, type of concern, date received and status of resolution. The complaint log will be updated and shared with City Project Manager at each bi-weekly meeting.
- C. Support the City in providing ongoing public information and education about the project and construction progress activities.
- D. Attend one public meeting. Prepare project materials for discussion at the meetings.

Task 7 – Contingency

- A. Provide additional requested services. These may include additional services not covered by the above to provide as requested services or any other services requested by the City. Contingency expenditures require formal approval by the City prior to performing additional requested services.

Fee and Rates

The total fee to provide the Scope of Services outlined above is \$1,398,082. See Attachment A for estimate of hours. Fee breakdown is as follows:

Hourly Not to Exceed (Tasks 1, 3 and 5)	\$1,162,302
Lump Sum (Tasks 2, 4, 6 and Reimbursables)	\$ 135,780
Contingency	\$ 100,000

MOCK•ROOS

Signed: _____

Name: Garry G. Gruber, P.E.

Title: Senior Vice President

Date: June 6, 2024

Additional Contract Provisions

1. General Provisions. Mock•Roos shall have no responsibility and shall not at any time supervise, direct, control or have authority over any Contractor's work, nor shall Mock•Roos have authority over or be responsible for the means, methods, techniques, equipment choice and usage, sequences, schedule, or procedures of construction selected or used by any contractor, for safety precautions, practices or programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its Work. Mock•Roos shall not be responsible for the acts or omissions of any Contractor.
2. Standard of Care. The standard of care for all professional engineering and related services performed or furnished by Mock•Roos under these Contract Provisions will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Mock•Roos makes no warranties or guarantees, express or implied, under this Agreement or otherwise, in connection with any service performed or furnished by Mock•Roos. Mock•Roos and its consultants may use or rely upon the design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
3. Period for Rendering Services. Unless otherwise stated herein, Mock•Roos will begin work after receipt of a properly executed copy of this Agreement. The Scope of Services assumes conditions permitting continuous and orderly progress through completion of the services. Mock•Roos shall complete its Services within a reasonable period of time. If, through no fault of Mock•Roos, Mock•Roos's Services are impaired and are unable to orderly and continuously progress, or Mock•Roos' Services are delayed or suspended, then the time for completion of Mock•Roos' Services, and the rates and amount of Mock•Roos' compensation, shall be adjusted equitably. Duration of services are based on 1) up to 4-month pre-construction period (prior to City's issuance of Contractor's Notice to Proceed) and 2) 20 month construction contract duration. If the duration of services extends beyond either 1) or 2) above, Mock•Roos shall negotiate and be entitled to Additional Services below.
4. Mock•Roos is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The City agrees that each contract with any construction contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the construction Contractor shall indemnify the City and Mock•Roos for all claims and liability arising out of job site accidents; and that the City and Mock•Roos shall be made additional insureds under the Contractor's general liability insurance policy.
5. Mock•Roos' Scope of Services and Additional Services. Mock•Roos will perform only the services specifically described in this Agreement. If requested by the City and agreed to by

Mock•Roos, Mock•Roos will perform Additional Services, which shall be governed by these provisions. The City shall pay Mock•Roos for any Additional Services based on a lump sum negotiated and agreed to between Mock•Roos and the City.

6. Termination. The obligation to provide further services under these Contract Provisions may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Mock•Roos shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Mock•Roos as a result of such termination.
7. Limitation of Liability. In recognition of the relative risks and benefits of the Project to the City and Mock•Roos, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of these Contract Provisions or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Mock•Roos and Mock•Roos' officers, directors, employees, agents, and subconsultants to the City or to anyone claiming by, through or under the City, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under these Contract Provisions from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Mock•Roos or Mock•Roos 's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Mock•Roos under this Agreement or \$100,000, whichever is greater. Higher limits of liability may be negotiated for additional fees. This Section is intended solely to limit the remedies available to the City or those claiming by or through the City, and nothing in this Section shall require the City to indemnify Mock•Roos.
8. Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
9. Dispute Resolution. City and Mock•Roos agree to negotiate each dispute between them in good faith during the 30 days after notice of disputes. If negotiations are unsuccessful in resolving the dispute, then the dispute will be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
10. The parties acknowledge that Mock•Roos' Services do not include any services related to unknown or undisclosed Constituents of Concern. If Mock•Roos or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Mock•Roos may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate the Agreement for cause if it is not practical to continue providing Services.

11. No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the City and Mock•Roos, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the City and Mock•Roos. The City shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Mock•Roos, without the written consent of Mock•Roos. Mock•Roos reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Mock•Roos exercises this right, Mock•Roos will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
12. Confidentiality. The City consents to the use and dissemination by Mock•Roos of photographs of the project and to the use by Mock•Roos of facts, data and information obtained by Mock•Roos in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the City as confidential, Mock•Roos shall use reasonable care to maintain the confidentiality of that material.
13. Miscellaneous Provisions. The Additional Contract Provisions contained here (items 1-14) supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. The Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the City shall be void. If City requires Mock•Roos to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Mock•Roos or the Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of the Agreement.
14. **PURSUANT TO FS 558.0035, EMPLOYEES OF MOCK•ROOS
MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES
RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.**

Exhibit A
City of Delray Beach
Thomas Street Stormwater Pump Station Improvements
Engineering During Construction Assistance
June 6, 2024

Task Description	Labor Categories						Subtotal
	Senior Project Manager	Senior Professional Engineer	Project Engineer	Senior Field Representative	Project Coordinator	Subconsultant	
Labor Hourly Billing Rate	\$250.00	\$210.00	\$165.00	\$150.00	\$85.00		
Task 1 - Administrative (NTE)	180	172	32	0	20	0	\$ 88,100
A Project Coordination (City and Construction Contractor)	172						\$ 43,000
B Project Management (Inhouse and Subconsultants)		172					\$ 36,120
C Assistance with Public Records Requests	8		32		20		\$ 8,980
Task 2 - Pre-Construction Activities	84	82	176	48	54	0	\$ 79,050
A Easement Assistance	40	16	40		16		\$ 21,320
B Prepare As-Bid Conformed Documents		16	80		8		\$ 17,240
C Pre-Construction Meeting	16	4		4	4		\$ 5,780
D Pre-Construction Submittals	4	8	16	16	8		\$ 8,400
E Initial Coordination with Residents (142 and 202 Seabreeze Ave.)	8	20		20	4		\$ 9,540
F Attend Site Meetings Construction Contractor (exist. Conditions)	8	8		8	4		\$ 5,220
G Attend Meetings City and Construction Contractor	8	8	40		8		\$ 10,960
H Issue Notice to Proceed		2			2		\$ 590
Task 3 - During Construction Activities (NTE)	60	712	1,064	3,420	410	0	\$ 887,930
A Utility Conflict Resolution Plan Assistance	4	16	20		8		\$ 8,340
B Review Construction Contractor's Schedule	8	48			12		\$ 13,100
C Review Construction Contractor's Submittals	8	60	200		40		\$ 51,000
D Full-time Resident Project Representative				3,420			\$ 513,000
E Daily Field Observation Reports		152			76		\$ 38,380
F Perform Site Visits (Sr. and Project Engineer)		92	92		16		\$ 35,860
G Attend Bi-Weekly Progress Meetings			228		104		\$ 46,460
H Attend Additional Construction Meetings		120			52		\$ 29,620
I Requests For Information (RFIs)	8	60	120		16		\$ 35,760
J Field Directive Changes	12	40	100		20		\$ 29,600
K Pay Applications		44	88		22		\$ 25,630
L Grant Assistance (Performed by City)							\$ -
M Log/Track Construction Contractor's Material Testing Results	4	8	20		8		\$ 6,660
N Review Construction Contractor's As-Built Drawings	8	40	100		8		\$ 27,580
O Assist Coordinating City Utilities Dept./Franchise Utilities			40		20		\$ 8,300
P Substantial Completion Walk-Through	8	24	40		4		\$ 13,980
Q Final Completion Walk-Through		8	16		4		\$ 4,660
Task 4 - Project Closeout	8	36	40	0	8	0	\$ 16,840
A Project Commissioning Assistance	4	20	20		4		\$ 8,840
B Project Closeout Documents	4	16	20		4		\$ 8,000
Task 5 - Subconsultant Services (NTE)	0	0	0	0	0	\$186,272	\$ 186,272
A Smith Engineering Consultants - Electrical Engineering						\$30,000	\$ 30,000
B Kimley-Horn Task 1 - Construction Phase Services						\$112,069	\$ 112,069
C Kimley-Horn Task 2 - Construction Phase Site Observations						\$44,203	\$ 44,203
Task 6 - Public Outreach	24	28	80	4	126	0	\$ 36,390
A Produce and Distribute Publications			40		40		\$ 10,000
B Administer a Project Hotline/Compliant Log			40		80		\$ 13,400
C Support City ongoing Public Outreach	20	20			4		\$ 9,540
D Attend One (1) Public Meeting	4	8		4	2		\$ 3,450
Task 7 - Contingency	0	0	0	0	0	0	\$ 100,000
A Contingency							\$ 100,000
Subtotal	\$89,000	\$216,300	\$229,680	\$520,800	\$52,530	\$186,272	

The spreadsheet is a fee cost estimate based on specific labor classifications and labor hourly billing rates as noted. However, other labor classifications (and billing rates based on the approved rate schedule) may be used to complete hourly tasks on this project as necessary.

Subtotal	\$ 1,394,582
Reimbursables	\$ 3,500
Total	\$ 1,398,082

Fee Breakdown

Hourly Not to Exceed (NTE) (Tasks 1, 3, and 5)	\$ 1,162,302
Lump Sum (Tasks 2, 4, 6 and Reimbursables)	\$ 135,780
Contingency	\$ 100,000
Total	\$ 1,398,082

MOCK • ROOS

CONSULTING ENGINEERS

Mock, Roos & Associates, Inc.
City of Delray Beach
Thomas Street Stormwater Pump Station Improvements
Engineering During Construction Assistance
City RFQ No. 2023-048
Hourly Rates

	Hourly Rates
Principal Engineer	\$ 295.00
Senior Project Manager	\$ 250.00
Senior Professional Engineer	\$ 210.00
Project Engineer	\$ 165.00
Senior Field Representative	\$ 150.00
Project Coordinator	\$ 85.00

Rates are valid until December 31, 2026. After which date rates may be subject to increases based on Consumer Price Index for Escalation. After hours (nighttime) and weekend hours (Saturday and Sunday) may be charged at 1.5 times the Hourly Rates for each category. Reimbursables will be invoiced on a lump sum basis.



May 31, 2024

Garry Gruber, P.E.
Mock-Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

Re: Thomas Street SWPS - Construction Phase and Grant Administration Services Agreement

Dear: Mr. Gruber

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this Letter Agreement (the "Agreement") to Mock-Roos & Associates, Inc. ("Client") for providing engineering services during the construction phase of the Thomas Street Stormwater Pump Station Improvements in the City of Delray Beach.

Project Understanding

The Client recently submitted bid documents for the Thomas Street Stormwater Pump Station Improvements to the City of Delray Beach where Kimley-Horn completed the construction drawings and specifications for the Structural and Landscape elements of the improvements. It is understood that the City will advertise this project for competitive bidding to construct the improvements in 2024. The Client has requested Kimley-Horn to provide construction phase services for the structural and landscape elements within the project. The project is expected to begin in Fall 2024 and have a construction duration of approximately eighteen (18) months to substantial completion with an additional 2 months to final completion for a total duration of 20 months. Project progress meetings are anticipated to occur biweekly. In reviewing the phasing of construction, the structural component including installation of the steel sheet piles, removal of the existing wet well, construction of the proposed wet well and discharge bay, and other structural components are anticipated to take 10 months of the total 20 months. It is understood the Client will have a full-time representative present on site for the duration of construction. It is understood that the construction of this project will commence in 2024.

Scope of Services

Task 1 - Construction Phase Services

We will provide construction phase services for the project for the purpose of providing structural and landscape related assistance to the Client during construction. We believe this to be the level of services required to determine if the project is being constructed in general accordance with the plans and specifications. Our construction phase services and fees are based on a project duration of eighteen (18) months with structural involvement for 10 months of the schedule.

Pre-Construction Services. We will perform the following services prior to commencement of Work at the site.

- Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.
- Kimley-Horn will attend up to one (1) existing conditions site walks with the Client and Contractor

Progress Meetings. Kimley-Horn will attend up to twelve (12) in person (on site) progress meetings at the client's request during the anticipated 18-month project construction duration.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the City.

Change Orders. Kimley-Horn may recommend Change Orders to the Client and City and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. It is anticipated that 15 submittals will be required for review. 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. Below is a list of shop drawings that are anticipated;

- Facility Plan
- Concrete mix designs
- Mortar, grout, CMU, Epoxy, and other material shop drawings
- Shoring and formwork shop drawings
- Bill of reinforcement shop drawing
- Metal fabrications (grating and associated parts)
- Railing shop drawing
- Waterstop and jointing layout
- Dewatering Plan
- Temporary cofferdam
- Masonry wall Materials
- Landscape Plantings
- Irrigation

Substitutes and "or-equal." Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the City that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Substantial Completion. Kimley-Horn will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Client, City, and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of the Client or City, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Client. We anticipate completing the following items once the project is deemed substantially complete:

- We will review Record Drawings prepared by the selected contractor.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn upon which it is entitled to rely. We will review and provide comments on the operation and maintenance manuals and project record drawings submitted by the contractor.

Limitation of Responsibilities. Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

Task 2 - Construction Phase Site Observation Services

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will visit the site at the clients request during the expected 18-month construction duration in order to observe the progress of the Work (up to 36 structural related and 6 landscape related for a 42 total site visits). The project is anticipated to be heavy in structural related work for 10 months of the 18-month schedule and site visits are anticipated to occur roughly 3 times per month for the

10-month heavy structural duration with occasional visits occurring throughout the remainder of the schedule. Such visits and observations by Kimley-Horn 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 Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the City informed of the general progress of the Work.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn 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 we 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, Kimley-Horn 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.

It is understood the Client will have a full time representative on site for the duration of construction. The Consultant will coordinate with the onsite representative as needed by the Client's representative.

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Coordination of meetings for the project
- Progress meeting minutes.

Schedule

We will provide our services following the construction phase of this project. Services beyond the estimated 20 month construction schedule will be considered additional services.

Fee and Expenses

Kimley-Horn will perform the services in Tasks1 - 2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1 – Construction Phase Services	\$ 112,069
<u>Task 2 – Construction Phase Site Observation Services</u>	<u>\$ 44,203</u>
Maximum Labor Fee	\$156,272

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our contract rates. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Mock-Roos & Associates, Inc.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on this project.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Jason Lee, P.E.
Vice President



Jerry Piccolo, P.E.
Project Manager

KIMLEY-HORN AND ASSOCIATES, INC.
PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's hourly rates.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.
- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are

provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.

- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 8) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$100,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 11) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 12) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 13) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.
- 14) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or

conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.

15) **Construction Phase Services.**

- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
- b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
- c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.

- 16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

- 17) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.

- 18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF KIMLEY-HORN MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	RFQ 2023-048 Thomas Street Stormwater Pump Station Improvements Project	SHEET	1 of 1
CLIENT:	Mock-Roos & Associates, Inc.	FILE NO.	
ESTIMATOR:	JP3	DATE:	05/30/24

DESCRIPTION: See Scope of Services	Sr Structural Engineer I	Sr Grant Specialist	Structural Engineer I	Engineering Intern	Registered Landscape Architect	Landscape Architect	Senior Technician	Secretary / Clrical	SUB	EXP	LINE TOTAL

Task 1 - Construction Phase Services												\$112,069
Attend Precon Meeting Const Phase	4.0		4.0									\$1,692
Pre Construction Existing Conditions Meetings (1 @ 4 hrs)	4.0											\$992
Progress Meetings (up to 12 total meetings @ 4hr each)	48.0											\$11,904
Coordination with Field Representative	24.0		32.0									\$11,552
Clarifications and Interpretations	16.0		16.0									\$6,768
Change Orders	27.0											\$6,696
Shop Drawings and Samples								32.0				\$3,136
Facility Plan	4.0			8.0								\$2,112
Concrete mix designs	6.0		16.0									\$4,288
Mortar, grout, CMU Block, epoxies, and other material shop drawings	8.0			16.0								\$4,224
Shoring and formwork shop drawings	4.0			6.0								\$1,832
Bill of reinforcement shop drawing	24.0		60.0									\$16,452
Metal fabrications (grating and associated parts)	2.0			6.0								\$1,336
Railing shop drawing	8.0			16.0								\$4,224
Waterstop and jointing layout	4.0			8.0								\$2,112
Dewatering Plan	4.0											\$992
Sheet Pile Wall layout, materials, and coatings	10.0		12.0									\$4,580
Temporary cofferdam	9.0			10.0								\$3,632
Landscape Plantings					8.0							\$1,480
Irrigation					8.0							\$1,480
Substitutes and "or Equals"	8.0			12.0								\$3,664
Recommendation to defective work	26.0											\$6,448
Substantial Completion Site Visit Punchlist	8.0		6.0		6.0							\$4,144
Final Completion	5.0				5.0							\$2,165
Review record drawings	8.0				4.0		8.0					\$4,164
Task 2 - Construction Phase Site Observation Services												
Structural Site Visits (up to 36 visits)	50.0						130.0	36.0				\$39,328
Landscape Site Visits (Up to 6 visits)					15.0	15.0						\$4,875
TOTAL HOURS	311.0	0.0	146.0	82.0	46.0	15.0	138.0	68.0	0	0		\$112,069.00
LABOR (\$/HOUR)	248.00	240.00	175.00	140.00	185.00	140.00	180.00	98.00	1.00	1.0		
Expenses												
TOTALS	77,128.00	0.00	25,550.00	11,480.00	8,510.00	2,100.00	24,840.00	6,664.00	0.00	0.00		\$156,272.00



April 26, 2024

Mr. Garry Gruber, P.E.
Mock, Roos & Associates, Inc.
5720 Corporate Way
West Palm Beach, FL 33407

Re: City of Delray Beach, Thomas Street Pump Station Construction
Electrical Engineering Services Proposal

Dear Garry:

Smith Engineering Consultants, Inc. (SEC) is pleased to provide this proposal for the above-referenced project. We propose to provide the following scope of services:

1. Attend the pre-construction meeting.
2. Review electrical equipment shop drawings.
3. Respond to contractor requests for information (RFI's) and review change order requests.
4. Perform up to twelve (12) construction observation site visits as necessary.
5. Attend the start-up of electrical/instrumentation systems (1 day).
6. Perform substantial completion and final inspections and prepare punch lists.

Our lump sum fee to provide the construction phase services described above is \$30,000.

Thank you for using Smith Engineering Consultants as the source for these engineering services. We look forward to our continued working relationship with you on this project.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Larry M. Smith', is written over a faint, circular watermark or stamp.

Larry M. Smith, P. E.
President

SMITH ENGINEERING CONSULTANTS, INC.

Hourly Rates

Principal.....	\$215.00 per hour
Engineer.....	\$190.00 per hour
Asst. Engineer	\$155.00 per hour
CADD Designer	\$105.00 per hour
Clerical	\$80.00 per hour