

CITY OF DELRAY BEACH

CONSULTING SERVICE AUTHORIZATION

DATE: _____

SERVICE AUTHORIZATION NO. 12-6.2 FOR CONSULTING SERVICES

CITY P.O. NO. 689986 CITY EXPENSE CODE: 442-5178-536-64.46

CITY PROJECT NO. 12-013 MATHEWS CONSULT. PROJECT NO. 1694

TITLE: Water Meter / AMI System Installation – Phase 2 Construction Management Services

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the Contract.

TITLE: Agreement for General Consulting Engineering Services

I. PROJECT DESCRIPTION

The City of Delray Beach contracted with Mathews Consulting to develop a water meter strategic plan to provide guidance in the replacement of the existing water meters and in the installation of new meters with new meter reading technology. The strategic plan has been completed and is currently being implemented by the City.

The City moved forward with project implementation through bidding of the project in two (2) parts. Part I (Contract 1 – Materials Vendor) bid was completed in 2013, and the City awarded the supply of the meters and meter reading technology to Innovative Metering Solutions (IMS). Part II (Contract 2 – Installation Contractor) bid was completed in 2014 and the City awarded the installation of the water meter and technology system to Matchpoint, Inc.

The City contracted with Mathews Consulting to provide engineering services during the first two years of the program’s implementation.

This Amendment No. 2 provides for continued engineering services during the remaining construction phases of the project. MC will serve as the City’s representative during material procurement and installation of the system during this phase of program implementation.

II. SCOPE OF SERVICES

Phase V – Construction Administration Phase

CONSULTANT shall serve as the City’s engineering representative during the course of the estimated 240 days (8 months) for the remaining construction period. The general services during construction shall include the following tasks:

1. MC shall attend monthly construction progress meetings (Contract 1 and Contract 2) for the project. MC shall prepare and distribute meeting agendas and meeting minutes. The construction progress meetings will be joint meetings with Contract 1 Vendor and Contract 2 Contractor.
2. MC shall review shop drawings, samples, certifications, O&M manuals and any other data which the Vendor is required to submit for review and approval during construction. Review will be for conformance with the design concept and compliance with the construction contract documents. MC shall maintain a shop drawing log indicating the dates of contractor submittals, rejections, and approvals.
3. MC shall provide interpretation of contract documents and specifications. MC shall consider the Vendor's/Contractor's suggestions and recommendations, evaluate them, and submit them with recommendations to the City for a final decision. MC shall answer RFI's providing clarification of the design.
4. MC shall monitor the construction schedules from the Vendor and Contractor, and report to the City conditions which may cause delay in completion. MC shall assist with coordination of the work items between each of the construction schedules.
5. MC shall provide coordination between Vendor (Contract 1) and Contractor (Contract 2) to ensure timely information is provided to each regarding material supply, installation, startup and testing requirements throughout the duration of the contract(s). MC shall maintain all construction records in an orderly manner, including correspondence, Contract Documents, Change Orders, Material Purchase Orders, Construction Change Authorizations, Supplemental Instructions, reports of site conferences, shop drawings, product data, samples, supplementary drawings, requests for payment, and names and addresses of Contractors, subcontractors and principal material suppliers.
6. MC shall review applications for payment submitted by the Vendor and the Contractor and forward them to the City with recommendations for disposition.
7. MC shall prepare RFPs, review contractor proposals, review contractor change orders, recommend proposals to the City for change order processing, and assist the City with negotiating price for change orders.
8. MC shall provide periodic specialty inspections to ensure the water meter system installation is progressing as required by the contract.
9. MC shall verify to the best of MC's knowledge that tests, equipment and system startup are conducted in the presence of appropriate personnel, and that the Contractor maintains adequate records thereof. Observe, verify accuracy, record, and report details of the test and/or procedures to the City.
10. MC shall perform Substantial Completion and Final Completion inspections for the installation of the backhaul communication system. Punchlists shall be developed for both the Vendor and the Contractor, as required. For the purpose of this provision, Substantial Completion shall be deemed to be the stage in construction of the project where the project

can be utilized for the purposes for which it was intended, and where minor items need not be fully completed, but all items that affect the operational integrity and function of the project are capable of continuous use.

ASSUMPTIONS

1. The City will provide assistance to the installation contractor in locating difficult to find meters.

ADDITIONAL SERVICES

Consultant may provide additional engineering services that are not covered under this Service Authorization. These additional services may be required due to uncertainties discovered during implementation of the scope of services.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

III. TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written notice-to-proceed).

<u>Engineering Services</u>	<u>Time per Task</u>	<u>Cumulative Time</u>
Construction Services	240 days	240 days

VI. COMPENSATION

The compensation for services provided shall be billed on an hourly basis plus reimbursable expenses for each phase of work in accordance with Article VII, Method II, up to the following not to exceed cost for each phase. Refer to *Attachment A* for the budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Construction Services	\$ 39,072.00
Out-of-Pocket Expenses	<u>\$ 1,000.00</u> ⁽¹⁾
TOTAL PROJECT COST	\$ 40,072.00

Notes:

⁽¹⁾Out-of-Pocket Expenses include the following: printing/reproduction and postage.

This Service Authorization is approved contingent upon the City's acceptance of and satisfaction of the completion of the services rendered in the previous phase whereas encompassed by the previous Service Authorization. If the City in its sole discretion is unsatisfied with the services provided in the previous phase or Service Authorization, the City may terminate the contract without incurring any further liability. The Consultant shall commence work upon City Commission approval and this Service Authorization to be included as part of the contract without any further notice to proceed.

Approve by:

CITY OF DELRAY BEACH:

MATHEWS CONSULTING,
A BAXTER & WOODMAN
COMPANY

Date: _____

Date: 8-23-16

Cary D. Glickstein, Mayor

Rene L. Mathews, Vice President

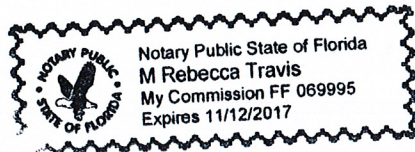
Witness

Attest:

Approved as to Legal Sufficiency
and Form

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 23rd day of August, 2016 by Rene Mathews, Vice President of Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License _____ and (did/did not) take an oath.



Signature of person taking
Acknowledgement

ATTACHMENT A

City of Delray Beach Water Meter / AMI System Installation – Year 2 Construction Management Services

Budget Summary

Task	Task Description	Labor Classification and Hourly Rates							Total Labor
		Principal Engineer \$161.55	Senior Engineer \$140.64	Engineer \$115.38	Construction Mgr \$114.78	Inspector \$86.55	Senior Eng. Technician \$111.78	Clerical \$68.52	
1	Attend monthly progress meetings		24						\$3,375
2	Review shop drawings, submittals		20					20	\$4,183
3	Contract interpretation, answer RFIs	8	32						\$5,793
4	Monitor construction schedules		16						\$2,250
5	Coordinate Vendor/Contractor. Maintain records	8	32					24	\$7,437
6	Review pay applications		20						\$2,813
7	Prepare RFPs, process COs		12						\$1,688
8	Specialty Inspections		40						\$5,626
9	System Startup & testing		18						\$2,532
10	Substantial & Final Inspections		12						\$1,688
	Subtotal	16	226	0	0	0	0	44	\$37,384
	Labor Subtotal Hours	16	238	0	0	0	0	44	\$39,072
	Labor Subtotal Costs	\$2,585	\$33,472	\$0	\$0	\$0	\$0	\$3,015	
	Labor Total Costs	\$39,072							
	Subconsultant Costs Total	\$0							
	Subconsultant Multiplier	1.1							
	Subconsultant Total	\$0							
	Reimbursable Expenses	\$1,000							
	Project Total	\$40,072							