

CITY OF DELRAY BEACH



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2001

100 N.W. 1st AVENUE

• DELRAY BEACH, FLORIDA 33444

• 561/243-7000

MEMORANDUM

TO: Mayor and Commissioners

FROM: Donald B. Cooper, City Manager 

DATE: July 12, 2016

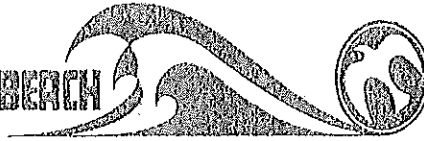
SUBJECT: Report on Expenditure of Funds for Old School Square per Reporting Requirements. Thompson & Younggross to Evaluate the HVAC Systems

Approval has been given for Thompson & Younggross (T&Y) to evaluate the HVAC systems in the buildings at Old School Square. T&Y were the original Engineers/Contractors therefore; it is the best interest of the City to have T&Y evaluate the system's condition. Cost to perform the evaluation shall not exceed \$7500 has been approved.

DC/ss

cc: Francine Ramaglia, Assistant City Manager
Theresa Webb, Chief Purchasing Officer

(See Attachments)



ACQUISITION APPROVAL

RECEIVED
JUL 08 2016
CITY MANAGER

TO: Donald B. Cooper, City Manager

THROUGH: John Morgan, Director Environmental Services *ML*
Missy Barletto, Assistant Director Environmental Services *MB*

FROM: Isaac Kovner, City Engineer *IK*

SUBJECT: Best Interest Letter – Professional Engineering Services Proposal: Evaluation of the HVAC, Electrical, Plumbing Systems at the Old School Square Property with Thompson & Youngross Engineering Consultants, LLC. (Project #16-004).

DATE: June 20, 2016

Background

The City is planning to renovate three historic buildings at the Old School Square Property (Crest Theater, Gymnasium, and the Amphitheater). During the design phase, questions concerning the condition of the HVAC, electrical, and plumbing systems were brought to the attention of the Engineering Division.

Thompson & Youngross, LLC (T&Y) were the original engineers/contractors who installed the HVAC, electrical, and plumbing systems at the Old School Square Property approximately 20 years ago. It is in the Best Interest of the City to contract directly with T&Y to perform the engineering evaluation for the HVAC, electrical, and plumbing systems since they retain the most historical knowledge of the three buildings.

Therefore, for your review and approval is a Professional Engineering Services Proposal submitted by T&Y in the amount not to exceed \$7,500 to provide the evaluation of the HVAC, electrical, and plumbing systems for the Crest Theater, Gymnasium, and the Amphitheater located on the Old School Square Property.

To date the City has paid T&Y \$2,250 for professional engineering services.

Purchasing Authority

N/A

Funding Account Number:

The CRA is funding the professional engineering services to evaluate the HVAC, electrical, and plumbing systems for the three historic buildings located at the Old School Square Property from account #334-4151-572.46-90.

Maureen Owens 06/20/16

Department Head Date
FOR JOHN MORGAN.

Donald B. Cooper 7-8-16

City Manager Date

Shirasa Webb 7/8/2016

Purchasing Date

CC: Maureen Owens



May 11, 2016

City of Delray Beach
Environmental Services Department
434 S. Swinton Ave., Delray Beach, Florida 33444

Phone: (561) 243-7341
Fax: (561) 243-7060

Attn.: Isaac Kovner, P.E.
City Engineer

Re: Old School Square
Mechanical, Electrical and Plumbing
Systems Evaluation

Professional Engineering Services Proposal

Dear Mr. Isaac Kovner, P.E.:

Thank you for this opportunity for Thompson & Youngross Engineering Consultants, LLC, hereinafter referred to as the Engineer, to provide the following proposal for professional engineering services to the City of Delray Beach hereinafter referred to as the Client. This proposal is based on the information provided in our conversations; walk through of the existing Old School Square Property, including the Crest Theater, Gym, Museum and Amphitheater.

1.0 SCOPE OF SERVICES

It is our understanding that the client is requesting a report on the condition of the HVAC equipment and systems, electrical power and lighting systems and the plumbing systems. The report will include: the existing physical condition of equipment and systems with a listing of observed deficiencies; estimated time of service left before replacement is required; possible alternate equipment or systems to replace tired or out of date equipment and systems. Where appropriate the report will comment on maintenance requirements and suggestions as well as apparent lack thereof.

2.0 SERVICES PROVIDED

2.1 SERVICES PROVIDED BY THE CLIENT

The Client shall assist the Engineer by furnishing at no cost to the Engineer, all available pertinent information including previous reports, legal description of the property, criteria and full project program requirements, including objectives, budgetary limitations, project schedules and all related analysis previously prepared, and any other data relative to performance of the above services which

may be required for new design. The Client shall provide the Engineer with drawings in hard copy format of the existing buildings and PDF format.

The Client shall designate a person, in writing, to act as the Client's representative with respect to the services to be provided under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the Client's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Engineer's services.

3.2 ADDITIONAL SERVICES PROVIDED BY THE ENGINEER

The Engineer will furnish to the Client, the following and shall be included in the base fee:

- Site visits as required to determine functionality of existing equipment or services.
- Design Review Meetings: (1) Initial "Kick-off" meeting, (1) Preliminary Report Review meeting, (1) Final Report Review meeting.
- Coordination with building officials during design phase.
- Provide seven (7) Signed & Sealed sets of the final report.

4.0 FEES

4.1 FIXED FEES

Report:	\$ 7,500.00
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4.3 HOURLY RATES

Hourly rates shall be billed for additional services to the engineer as follows:

Principal Engineer:	\$220.00
Project Manager / Engineer:	\$175.00
Design Engineer:	\$100.00
CAD Drafter:	\$65.00
Clerical:	\$35.00

5.0 SCHEDULING

The Engineer will make every effort to comply with the project scheduling as developed by the client. Receipt of information for the basis of design, review comments from the owner, coordination with other design professionals all affect the progress of the work and as such may impact the schedule. The Engineer will inform the client in writing when the Engineer believes the schedule is impacted and a time extension is required. The request for extension will include an estimate of the number of days the schedule is affected and the impact to the fee, if any. Please allow 2 weeks for design services after all and proper design criteria have been established.

6.0 INVOICES

Invoices for services rendered shall be presented at the time documents are delivered to the Client for each section of this proposal, and are due and payable within fifteen (15) calendar days from the date of invoice. Payments, which are not received within forty-five days from the date of invoice, will be considered delinquent and will be considered sufficient cause for the Engineer to discontinue

performing and providing services until payment in full is received. *Invoices that are past due will earn interest at the rate of 1.5% per month on the unpaid balance.* If the Engineer is required to take action to collect past due invoices, the Client will pay all legal fees and collection costs. Should a court decide upon payment of these invoices, the prevailing party shall receive payment of the attorney's fees. The laws of the State of Florida shall govern this contract and the venue for any actions arising out of the agreement would be West Palm Beach, Florida.

7.0 OWNERSHIP AND USE OF DOCUMENTS

Drawings and specifications as instruments of service are and shall remain the property of the Engineer whether the project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The drawings and specifications shall not be used by the Client on other projects, for additions to the project, or for completion of the project by others, provided the Engineer is not in default under this agreement, except by agreement in writing with appropriate compensation to the Engineer.

8.0 TERMINATION

Either party may terminate this agreement by giving fourteen (14) days advance written notice. The Engineer shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of the services completed prior to the termination and for any unpaid reimbursable expenses.

9.0 ACCEPTANCE INDEMNIFICATION

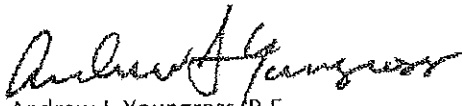
Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. Please return one signed copy of this proposal to the Engineer, which will serve as an agreement between the two parties and as a notice to proceed. Should this proposal not be accepted within thirty (30) days from the date of this proposal, it shall become null and void. Please indicate expected due date of this project in the space provided below Acceptance so that we will be able to properly schedule the work.

We look forward to working with you and the rest of the team at City of Delray Beach on this project; if you have any questions or comments, please call.

Respectfully,



Daniel E. Thompson, P.E.



Andrew J. Youngross, P.E.

Accepted by: 

Print Name: Donald B. Cooper

Title: City Manager Date: 07/08/16

Expected *Issue for Permit* date: _____

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PREPARED 6/07/16, 14:52:34
 PROGRAM GM370L
 City Of Delray Beach Florida

VENDOR ACTIVITY LISTING

PAGE 1
 ACCOUNTING PERIOD 9/2016

VENDOR/SEQ#/NAME/STATUS									
ACCTG --- TRANSACTION---									
BATCH	P.O.#	PER. CD	DATE	NUMBER	INVOICE NUMBER	DESCRIPTION	ACCOUNT NUMBER	ENCUMBRANCE AMOUNT	TRANSACTION AMOUNT
21481	00	THOMPSON & YOUNGROSS				A			
04214	700762	8/16	AP	4/11/16	0519060	4523 (FINAL)	14-089(I)	334-2311-522.64-90	2250.00
00254	700762	1/16	EN	10/19/15	700762	REVERSE FY 2015	334-2311-522.64-90	3250.00	2250.00
00254	703958	1/16	EN	10/19/15	703958	REVERSE FY 2015	334-2311-522.64-90	5500.00	
00089	700762	1/16	EN	10/01/15	700762	PRIOR YR ENCUMB	334-2311-522.64-90	3250.00	
00089	703958	1/16	EN	10/01/15	703958	PRIOR YR ENCUMB	334-2311-522.64-90	5500.00	
00268	700762	1/16	EN	10/01/15	700762	PRIOR YR ENCUMB	334-2311-522.64-90	3250.00	
00268	703958	1/16	EN	10/01/15	703958	PRIOR YR ENCUMB	334-2311-522.64-90	5500.00	
VENDOR TOTAL -								6,500.00	2,250.00