

**CITY OF DELRAY BEACH**

**CONSULTING SERVICE AUTHORIZATION**

DATE: \_\_\_\_\_

SERVICE AUTHORIZATION NO. 12-16.1 FOR CONSULTING SERVICES

CITY P.O. NO. \_\_\_\_\_ CITY EXPENSE CODE: \_\_\_\_\_

CITY PROJECT NO. 15-022 MATHEWS CONSULT. PROJECT NO. 1799

TITLE: Tropic Palms WM (Phase II)

This Amendment No. 1, when executed, shall be incorporated in and shall become an integral part of Consulting Service Authorization No. 12-16.

TITLE: Agreement for General Consulting Services

**I. PROJECT DESCRIPTION**

This Amendment No. 1 provides engineering design, permitting, utility locates (e.g. soft digs) and bidding services for the Tropic Palms Water Main Replacement – Phase II Project. The additional work is required to re-design the new water mains in the grass area within the City’s Rights-of-Way (ROW), rather than in the pavement section. The additional project components consist of:

- Water Main replacement (approximately 5,150 LF of 6” WM) in the grass area along the following roads:
  - Cardinal Drive (from Avocet Road to Blue Jay Road); approximately 950 ft.
  - Blue Jay Drive & Blue Jay Turn (from Carl Bolter Drive to Lindell Boulevard); approximately 1,150 ft.
  - Heron Drive (from Curlew Road to Albatross Road); approximately 2,200 ft.
  - Mallard Drive (from Dotterel Road to Jaeger Drive); approximately 850 ft.
- Connections will be made to the existing water mains in the project area.
- Approximately seven (7) fire hydrants will be installed.
- Approximately one-hundred (100) new water services and meter boxes will be installed. Any meter boxes located in the sidewalks or driveways will be re-located to the grass area.
- The water main services will be moled and will not be installed by open-cut.
- Roadway restoration will only consist of pavement trench repair.
- The existing 2” steel water mains and 4-inch cast iron water mains in the project area will be removed if located in the grass area. The existing water mains will be abandoned in place if located in the roadway.
- New swales will be located on both sides of the roadway.
- Asphalt parking areas in the grass areas will be removed and replaced with a swale.

- All houses will only have one existing driveway. If two driveways exist, one will be removed and replaced with a swale.

## II. SCOPE OF SERVICES

### **Phase I – Study and Report Phase**

Not Applicable.

### **Phase II – Preliminary Design Phase**

Not Applicable.

### **Phase III – Final Design Phase**

Consultant shall provide final design phase services in accordance with Article III.C of

1. **Design Drawings:** Consultant shall prepare construction drawings which shall include: cover sheet, general notes, civil plan/profile drawings, and detail sheets conforming to the requirements of the current City of Delray Beach Minimum Construction Standards. The drawing scale shall be 1" = 20' for plan and 1" = 2' for profile. Consultant shall prepare the engineering design elements on topographic survey information prepared by Consultant's surveyor using AutoCAD Release 2016 format and available As-Built Drawings. Consultant shall coordinate with the City in order to design the proposed water mains in accordance with the requirements and design standards of the City. Drawings (two copies) shall be submitted for City review at 50% (plan/profile) and 100% Stages (plan/profile).
2. **Specifications:** Contract documents consisting of "front-end" documents and technical specifications shall be prepared and shall conform to City of Delray Beach Standards and the FDOT Standard Specifications for road and bridge work. Specifications (two copies) shall be submitted for City review at the 50% and 100% stages.
3. **Cost Estimate:** At the 50% and 100% stages, Consultant shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction cost (two copies) shall be submitted for City review at the 50% and 100% stages.
4. **Meetings:** Consultant shall attend kick-off meeting and two (2) design meetings with the City and provide written summary of the issues discussed.
5. **QA/QC:** Consultant shall provide internal QA/QC reviews on the 50% and 100% Design Documents (e.g. drawings, specifications and cost estimates).

#### **Phase IV – Bidding/Negotiation Phase**

Consultant shall provide bidding phase services in accordance with Article III.D of the Agreement for Engineering Services with the City, dated January 24, 2012.

1. **Bid Advertisement:** Consultant shall assist City in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). It is anticipated that work shall be awarded under a single construction contract. The City shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.
2. **Demand Star Bid Submittal:** Consultant shall furnish the bidding information to the City in electronic format to be used in conjunction with “Demand Star”.
3. **Pre-Bid Conference:** Consultant shall attend pre-bid conference and provide a written summary of issues discussed.
4. **Bid Clarification:** Consultant shall assist City in issuing addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.
5. **Contract Award:** Consultant shall attend the bid opening, prepare bid tabulation sheets and assist City in evaluating bids and proposals. Consultant shall submit to City a written recommendation concerning contract award.
6. **Final Deliverable:** After Contract Award, Consultant shall furnish the As-Bid design drawings, one (1) set of AutoCAD (Version 2016) files and one (1) set of pdf files in electronic format on CD. Consultant shall also provide one hard copy only of the Contract Documents (i.e. front-ends and technical specifications).

#### **Phase V – Construction Administration Phase**

Upon completion of the final design phase, the Consultant shall submit Amendment No. 2 to this service authorization for approval of fees for construction phase services to be provided in accordance with Section III.E of the Agreement with the City.

#### **Other – Permitting**

At the outset of the Design Phase, the Consultant shall meet with the appropriate permitting agencies to determine potential permitting requirements. Agencies anticipated to have jurisdiction over the project include: (1) Palm Beach County Health Department (PBCHD).

Permit applications shall be completed as required for PBCHD. Associated permit application fees shall be determined by Consultant and paid by City.

- PBCHD Water Main Construction Permit

In addition to preparing the permit applications for the appropriate regulatory agencies, Consultant shall assist the City in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the regulatory agencies.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

### **Other – Field Verification**

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal location of affected utilities within the project limits. It is anticipated that approximately twenty-four (24) utility locations will need to be pot-holed.

### **ASSUMPTIONS**

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Consultant shall advise City in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with City.

1. City will be responsible for acquisition of easements (including temporary), if required.
2. City is responsible for all permitting fees, including costs of public notification in local newspapers.
3. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.
4. A single bidding effort is assumed. Re-bidding of the project is considered an Additional Services Item.
5. City will be responsible for preparation of any descriptions, sketches and acquisition of easements (including temporary construction easements) that may be required. Consultant will identify the location and dimensions of any easements or temporary construction easements required for use of the City to prepare the easement descriptions and deeds.
6. Contractor shall be responsible for obtaining SFWMD Dewatering Permit (if required).
7. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to

those regulations is considered an Additional Services Item not currently included in this Scope of Work.

8. Consultant assumes that there are no contaminated soils or groundwater in the project area.

### ADDITIONAL SERVICES

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, sanitary, water, reclaimed water, and drainage improvements to the project area that are not covered under this Service Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

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). Refer to *Attachment A* for budget summary.

<u>Engineering Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Final Design	12 weeks	12 weeks
<i>Field Verification</i> <sup>(1)</sup>		
Permitting <sup>(2)</sup>	4 weeks	12 weeks
Bidding	12 weeks	24 weeks

<sup>(1)</sup> *Field Verification will be completed during Final Design Phase.*

<sup>(2)</sup> *Permitting duration will have overlap with Final Design Phase.*

\* The schedule is based upon conducting a review meeting within 7 calendar days after the City receives the design submittal. All review comments shall be provided to Consultant within 7 calendar days after the City receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

## VI. COMPENSATION

The compensation for Amendment No. 1 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 B** for budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase III – Final Design Phase	\$ 19,596.00
Phase IV – Bidding Phase	\$ 5,002.00
Permitting	\$ 1,460.00
Field Verification	\$ 8,721.00
Out-of-Pocket Expenses	\$ 500.00 <sup>(1)</sup>
<b>TOTAL PROJECT COST</b>	<b>\$35,280.00</b>

Notes:

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

This Service Authorization Amendment No. 1 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 Amendment No. 1 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: 1-18-17

\_\_\_\_\_  
Cary D. Glickstein, Mayor

[Signature]  
David Mathews, P.E., Vice President

[Signature]  
Witness

Attest:

\_\_\_\_\_  
R. Max Lohman  
City Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

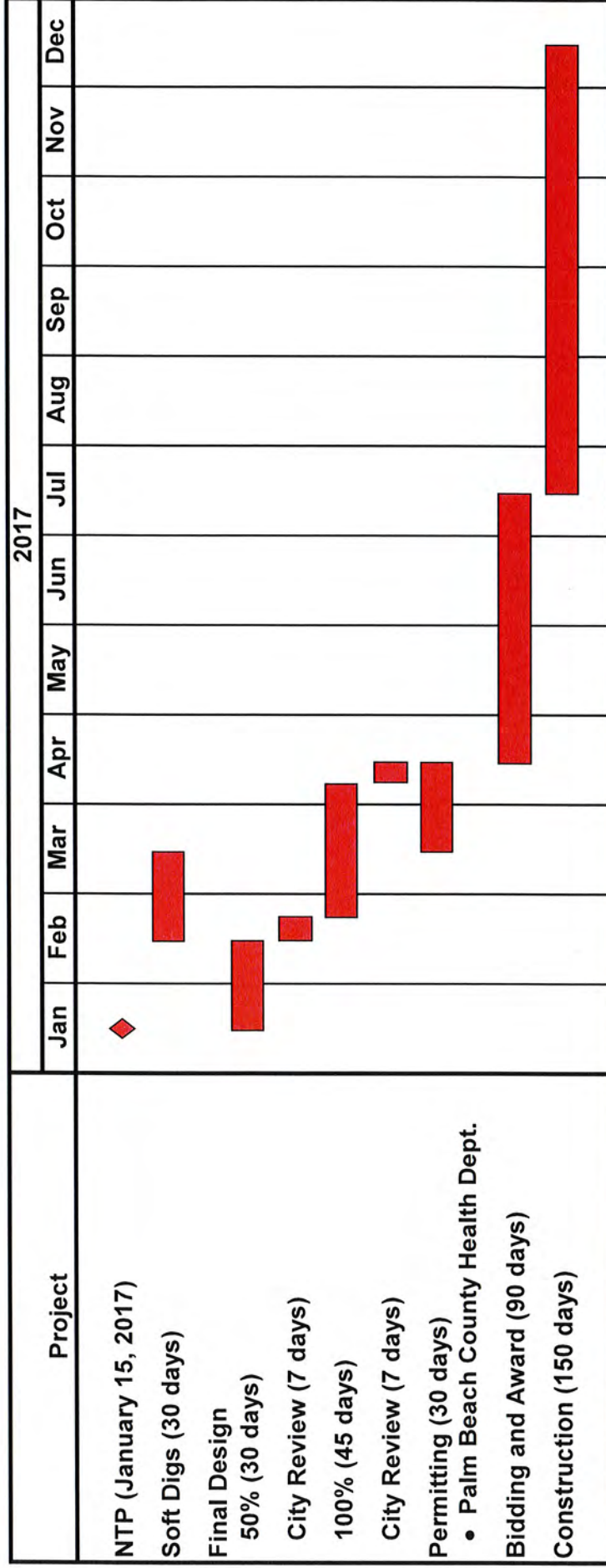
The foregoing instrument was acknowledged before me this 18 day of January 2017 by David Mathews, Vice President of Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation, on behalf of the corporation. He/She is personally known to me or (has produced identification), Florida Driver's License \_\_\_\_\_ and (did/did not) take an oath.



Courtney Marshall

Signature of person taking acknowledgement

**Tropic Palms Water Main Replacement (Phase II) - Amendment 1 - Project Schedule**





**ATTACHMENT B**  
**Amendment #1**  
*City of Delray Beach Tropic Palms WM (Phase II)*

**Budget Summary**

Phase No.	Task Description	Labor Classification and Hourly Rates										Total Labor	Sub-Consultant Services	
		Principal Engineer \$166.40	Senior Engineer \$144.86	Engineer I \$96.56	Senior Construction Manager \$118.22	Senior Engineering Technician \$115.13	Senior Cadd Designer \$100.27	Clerical \$70.58						
III	<b>Final Design Phase</b>													
	3.3a 50% Design Drawings/Specifications	4		25		37							\$7,339	
	3.3b 100% Design Drawings/Specifications	4		18		25							\$5,282	
	3.4 Specifications	10										10	\$2,370	
	3.5 Construction Cost Opinion	2		12								2	\$1,633	
	3.6 Meetings	5		6								4	\$1,694	
	3.7 Quality Assurance	2			8								\$1,279	
	<b>Subtotal</b>	<b>27</b>	<b>0</b>	<b>61</b>	<b>8</b>	<b>62</b>	<b>0</b>	<b>0</b>	<b>16</b>			<b>\$19,596</b>		
IV	<b>Bidding Phase</b>													
	4.1 Bid Advertisement	3				2					2		\$871	
	4.2 Demand Star Bid Submittal	3				2					5		\$1,082	
	4.3 Pre-Bid Conference	5											\$832	
	4.4 Bid Clarification	2		1		2					2		\$801	
	4.5 Contract Award	2		2							2		\$667	
	4.6 Final Deliverable	2			0		3				1		\$749	
	<b>Subtotal</b>	<b>17</b>	<b>0</b>	<b>3</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>0</b>	<b>12</b>			<b>\$5,002</b>		
Other	Permitting	4		2		4					2		\$1,460	
	Field Verification (i.e. soft-digs)	1		3		3					3		\$801	\$7,200
	<b>Subtotal</b>	<b>5</b>	<b>0</b>	<b>5</b>	<b>0</b>	<b>7</b>	<b>0</b>	<b>0</b>	<b>2</b>			<b>\$2,262</b>	<b>\$7,200</b>	
	Labor Subtotal Hours	49	0	69	8	78	0	0	30			\$26,860	\$7,200	
	Labor Subtotal Costs	\$8,154	\$0	\$6,663	\$946	\$8,980	\$0	\$0	\$2,117					
	<b>Labor Total Costs</b>	<b>\$26,860</b>												
	Subconsultant Costs Total	\$7,200												
	Subconsultant Multiplier	1.1												
	<b>Subconsultant Total</b>	<b>\$7,920</b>												
	Reimbursable Expenses	\$500												
	<b>Project Total</b>	<b>\$35,280</b>												