



CITY OF DELRAY BEACH  
100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 3 TO  
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
AGREEMENT FOR OSCEOLA PARK NEIGHBORHOOD  
IMPROVEMENT PROJECT

BAXTER AND WOODMAN, INC.

CITY OF DELRAY BEACH  
AMENDMENT NO. 3 TO CONSTRUCTION ENGINEERING AND INSPECTION SERVICES  
AGREEMENT FOR OSCEOLA PARK NEIGHBORHOOD IMPROVEMENT PROJECT

THIS AMENDMENT NO. 3 to the Agreement for CEI services related to the Osceola Park Neighborhood Improvement Project, dated March 3, 2020, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), whose address is 100 NW 1<sup>st</sup> Avenue, Delray Beach, FL 33444, and Baxter and Woodman, Inc. (hereinafter referred to as "Consultant"), an Illinois corporation authorized to do business in the State of Florida, whose address is 1601 Forum Place, Suite 400, West Palm Beach, Florida 33401, is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSETH:

**WHEREAS**, on March 3, 2020, the City entered into an agreement with Consultant for professional CEI services related to the Osceola Park Neighborhood Improvement Project (hereinafter referred to as the "Agreement"); and

**WHEREAS**, on January 5, 2021, the City executed Amendment No. 1 to the Agreement to include additional professional services related to Phase II of the Osceola Park Neighborhood Improvement Project; and

**WHEREAS**, on August 10, 2021, the City executed Amendment No. 2 to the Agreement to extend the duration of professional services to accommodate time extensions granted to the construction contractor for the Osceola Park Neighborhood Improvement Project; and

**WHEREAS**, the City desires to further amend the Agreement to extend the duration of professional services to accommodate time extensions granted to the construction contractor for the Osceola Park Neighborhood Improvement Project and to add additional construction engineering and inspection services; and

**WHEREAS**, Consultant agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. This Amendment No. 3 adds additional construction engineering and inspection services for the professional fees as further defined in Attachment "A", which is incorporated herein.
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement, Amendment No. 1, Amendment No. 2, and this Amendment No. 3 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Consultant hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

BAXTER AND WOODMAN, INC.

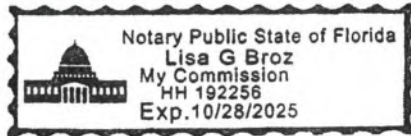
By: [Signature]  
Rebecca Travis  
Printed Name  
Exec. Vice President  
Title



STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 12<sup>TH</sup> day of JUNE, 2023, by REBECCA TRAVIS (name of person), as EXEC. V. PRES. (type of authority) for BAXTER & WOODMAN, INC. (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification   
Type of Identification Produced \_\_\_\_\_



[Signature]  
Notary Public – State of FLORIDA

## ATTACHMENT A

### Scope of Work – Amendment 3 Osceola Park Neighborhood Improvements Phase 2 RFQ No. 2019-051

#### UNDERSTANDING

For the City of Delray Beach's (City) Osceola Park Neighborhood Improvements Phase 2 project, the City has requested additional services from Baxter & Woodman (Consultant) due to the construction contractor exceeding the construction schedule. This Amendment No. 3 includes an extension to our Construction Engineering and Inspection Services (CEI) to accommodate time extensions issued to the Contractor, as well as additional delays beyond the contract completion duration. The original agreement for CEI Services covered under Service Authorization for RFQ No. 2019-051 assumed a 255-day construction duration. This Amendment No. 3 will supplement CEI Services Budget in the amount of \$190,000.00 for approximately three (3) additional months of CEI services. Due to work stoppages and other delays by the contractor, the actual contract time extension request is approximately 11 months.

#### SCOPE OF SERVICES

The CEI Services included in this Amendment No. 3 shall include the following tasks:

- Task 1 – Construction Administration Services
- Task 2 – Construction Inspections

The specific scope of services to be provided by Baxter & Woodman (Consultant) in this Amendment No. 3 includes the following:

#### **TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES**

The general administration services during construction of the projects shall include the following tasks:

##### **Subtask 1.2 Shop Drawing Submittal Review**

Consultant shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for conformance with the design concept and compliance with the construction contract documents. Consultant will submit approved shop drawings/submittals to City for their records. The submittals shall be in electronic format.

##### **Subtask 1.3 Progress Meetings**

CONSULTANT shall attend construction progress meetings with the City and Contractor every month and provide an agenda and written summary of the issues discussed. Project meetings will be conducted by the Construction Manager with the Resident Project Representative also in attendance depending on work activities. Following the meeting, the Construction Manager will prepare and distribute meeting minutes to the City and other attendees. Meetings will be held at the City facilities (or through virtual meetings if social distancing measures are in place). An additional three (3) progress meetings are included in the budget for this task.

#### **Subtask 1.4 Pay Estimate Review**

CONSULTANT shall review monthly payment applications submitted in a format acceptable to the City. CONSULTANT shall verify the quantities as represented on the pay request and make a recommendation to the City to proceed with the payment as requested, or as modified based on CONSULTANT review. Review of an additional 3 pay applications is assumed for this task.

#### **Subtask 1.5 Construction Schedule Review**

CONSULTANT shall monitor the construction schedule monthly for the additional 11-months of construction and report to the City conditions which may cause delay in completion. If Schedule slippage is identified, the CONSULTANT will notify the Contractor in writing and request the Contractor to provide a recovery plan.

#### **Subtask 1.6 Construction Clarifications**

Respond in writing to Contractor's Request for Information (RFI) regarding design documents during the estimated additional 11-months of construction. CONSULTANT shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. Those interpretations will be rendered and a response prepared and submitted to the Contractor within a targeted time-frame of 5 working days.

#### **Subtask 1.7 Construction Claims and Changes**

CONSULTANT shall Prepare and negotiate City requested or Contractor initiated Change Orders (CO) and Additional Work Authorizations (AWA) as required during the additional 11-month construction period.

CONSULTANT will also review and respond to all Contractor Delay Claims or Requests for Compensation and respond per the Contract Documents.

#### **Subtask 1.9 Public Outreach**

CONSULTANT shall maintain a resident/business owner complaint log during the additional 11-months of construction. CONSULTANT will coordinate the issues with the CITY and Contractor; and will track resolution of all matters.

Social Media Posts updating the project will be conducted on a regular basis.

### **TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES**

The Construction Inspections phase services to be provided by CONSULTANT include the following:

- CONSULTANT shall provide one (1) Full Time Inspector during construction activity for the construction contract (assumed 1,000 hours of inspector time). The Inspector shall be full-time (40 hours/week) for the construction period when the Contractor is working. Activities performed by Consultant under this task consist of furnishing an Inspector during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the contract documents so that an engineering certification can be made regarding the construction of the proposed improvements. Serve as CONSULTANT's liaison with construction contractor, working principally with the Contractor's Superintendent and assist him in understanding the intent of the contract documents.

- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Report, in writing, whenever CONSULTANT believes that work is unsatisfactory, faulty or defective, or does not conform to the contract documents, or does not meet the requirements of inspections, tests or approval required to be made, or has been damaged prior to final payment.
- Accompany visiting inspectors representing public or regulatory agencies having jurisdiction over the project. Record, in writing, the outcome of these inspections and report same to CITY.
- Consider and evaluate construction contractor's suggestions for modifications in drawings or specifications and report them to CITY, in writing. CONSULTANT shall make recommendation for action by the CITY.
- Review Contractor As-Built information on a monthly basis to confirm updates are being made.
- Review all Contractor's specified test results performed by Professional Geotechnical Company.

#### *LIMITATIONS OF AUTHORITY*

Except upon written instructions of CITY or CONSULTANT Engineer, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or issue directions relative to any aspect of the means, methods, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall not advise on or issue directions as to safety precautions and programs in connection with the Work.
6. Shall not participate in specialized field or laboratory tests.

#### **ASSUMPTIONS**

In addition to the work items discussed above, the following assumptions were made in establishing the scope of this Contract and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

1. The CONSULTANT assumes that the Contractor will reach Contract Completion in the time duration listed in their proposal allotted for this Amendment, an estimated completion date is May 30, 2023. CONSULTANT does not guarantee this to be the case, nor does the CONSULTANT control the Contractor's Schedule to complete the work.

## SCHEDULE

A contract extension in the amount of 11 months is requested for the additional timeframe due to delays and work stoppage by the contractor. The estimated construction completion timeframe for this proposal is May 30, 2023.

## ADDITIONAL SERVICES

The following are examples of some specific Additional Services Items that may be required but are not included within this Amendment. Generally, a condition contrary to the work description in Section B or assumptions of Section C (upon which the Contract fee is based) is considered an Additional Services Item. Examples include:

1. Additional supervision or construction observation in excess of that specified in this Contract.
2. Assisting the CITY in the settlement of unforeseen construction contract claims above what is listed in the original contract will be an additional service.

These and other services can be provided, if desired by the CITY, under separate Contract(s) or by an amendment to this Contract. Services performed will be on an as-directed basis in accordance with a written Notice to Proceed from the CITY.

## COMPENSATION

Compensation for the Amendment No. 3 services by the CITY to CONSULTANT for all tasks will be on a Lump Sum basis in accordance with the above-mentioned Agreement. The estimated compensation for the services described in this Contract is **\$190,000.00** for the services as shown in Table 1 below.

**TABLE 1: LABOR AND EXPENSE SUMMARY**

AMENDMENT NO. 3	Total Cost
Task 1 – Construction Administration Services	\$15,000.00
Task 2 – Construction Inspections	\$98,000.00
Reimbursables	\$0.00
Contingency Allowance	\$77,000.00
<b>Total – AMENDMENT NO. 3 CEI Services</b>	<b>\$190,000.00</b>

Baxter & Woodman, Inc. - Fee Estimate  
 City of Delray Beach  
 Osceola Park Neighborhood Improvement Project CEI Services - Amendment No. 3

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES								
	Principal	Sr Engineer	Engineer II	Construction Manager	Senior Inspector	Inspector	Admin. Support	Total	Total
Payroll									
Classification	Engineer	Project Eng	Public Outreach	Construction Admin.	Sr. Inspector	Inspector	Clerical	Work	Labor Costs
Contract - Hourly Rates	\$170.00	\$165.00	\$118.84	\$118.00	\$98.00	\$89.15	\$70.00	Hours	
PHASE 1 - CONSTRUCTION ADMINISTRATION	18	8	0	90	0	0		116	\$15,000.00
PHASE 2 - CEI INSPECTION SERVICES	0	0	0	0	1000	0	0	1000	\$98,000.00
<b>Total Workhours</b>	18	8	0	90	1000	0	0	1116	\$113,000.00
<b>Subtotal Dollars</b>	\$3,060	\$1,320	\$0	\$10,620	\$98,000	\$0	\$0		\$113,000.00
<b>Consultant</b>									\$113,000.00
<b>Contingency Allowance</b>									\$77,000.00
<b>Total Dollars*</b>									\$190,000.00
*Hours of work are esimated and may not represent the actual hours required to complete the project									