

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 201____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and R.J. Heisenbottle Architects, PA, a Florida corporation (hereafter referred to as "Contractor"), whose address is 2199 Ponce de Leon Boulevard, Suite 400, Coral Gables, Florida 33134.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2018-048, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2018-048 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule, attached hereto and incorporated herein as "Exhibit A", according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City:
 - City of Delray Beach
 - 100 NW 1st Avenue
 - Delray Beach, Florida 33444
 - Attn: City Manager
 - Email: LauzierM@mydelraybeach.com

Design and Engineering Professional Services for Delray Beach Seaboard Air Line Railway Station Agreement
Exhibit A to Resolution No. 33-19

- ii. with a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney
Email: GelinL@mydelraybeach.com

- iii. As to the Contractor: R.J. Heisenbottle Architects, PA
2199 Ponce de Leon Boulevard, Suite 400
Coral Gables, Florida 33134
Attn: Richard Heisenbottle, FAIA, President
Email: richard@rjha.net

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

Design and Engineering Professional Services for Delray Beach Seaboard Air Line Railway Station Agreement
Exhibit A to Resolution No. 33-19

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Mark R. Lauzier, City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
City Attorney

CONTRACTOR

[SEAL]

By: *Richard Heisenbottle*
RICHARD HEISENBOTTLE
Printed Name
PRESIDENT
Title

STATE OF Florida
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 14 day of January, 2019, by Richard Heisenbottle, President (name of officer or agent, title of officer or agent), of RJ Heisenbottle Architects (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.

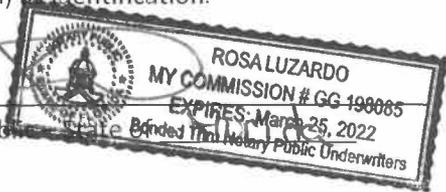
Notary Public, State of _____


EXHIBIT "A"

**RFQ NO.: 2018-048
DESIGN AND ENGINEERING PROFESSIONAL SERVICES FOR DELRAY BEACH
SEABOARD AIR LINE RAILWAY STATION**

PROJECT DESCRIPTION

RJHA (Consultant) shall provide complete design, engineering, bidding, and permit related professional services for the restoration and rehabilitation of the City of Delray Beach's (City) Delray Beach Seaboard Air Line Railroad Station (Station), in accordance with the above referenced solicitation. The Consultant may be asked to provide Post Design Services on an as needed basis during the Construction Phase.

The planned rehabilitation efforts will accommodate the adaptive reuse of both the original 1927 portion on the south side of the building and the northern portion to accommodate office space for a future business incubator. The site will be designed to accommodate these improvements including parking, lighting, and landscaping which will incorporate historically appropriate details and materials.

Additional on-site improvements will provide offsite connectivity for pedestrians and bicyclists; off-site improvements will be limited to the public right-of-way and provide connectivity for pedestrians, bicyclists, and vehicles. The project shall include sustainability concepts and efforts. However, Leadership in Energy and Environmental Design (LEED) Certification is not a requirement but a consideration of the City.

SCOPE OF PRE-DESIGN ADDITIONAL SERVICES – **Estimated Duration 2 Months**

1. Confirmation of Existing Conditions Lump Sum Fee

Utilizing existing Auto CAD architectural drawings provided by the City, RJHA will conduct field investigations measure and confirm the existing conditions drawings and adjust the drawing files as necessary to create an accurate set of existing conditions drawings.

Total Confirmation of Existing Conditions Fixed Fee \$9,828.00

2. Structural Investigations, Geotechnical, and Concrete Testing Services Lump Sum Fee

Douglas Wood & Associates, Inc. (DWA) will provide structural engineer investigation services to establish the extent of necessary structural repairs.

Total Structural Investigation Services Fixed Fee \$9,702.00

3. Consultant shall prepare a new ALTA Survey of the entire site.

Keith and Associates shall prepare an ALTA site survey of the entire site.

Total Survey Services Fixed Fee \$8,440.00

4. Geotechnical Recommendations and Concrete Testing Fee

Nutting Environmental has previously provide the City with 4 soil borings for this site. At this time, Nutting will provide geotechnical evaluation and recommendations based upon the borings previously completed. In addition, Nutting will provide concrete testing services per the direction of Douglas Wood and Associates, Inc. structural engineers. The total extent of the concrete testing is unknown at this time.

Total Geotechnical Recommendations and Concrete Testing Fee Allowance \$10,000.00

SCOPE OF BASIC SERVICES

Phase 1 – Schematic Design Phase

Estimated Duration 2 Months

Following notice to proceed from the City, the Consultant shall consult with the City to ascertain the specific requirements of the Project and prepare Schematic Design drawings and other documents illustrating the size, scale and relationship of the Project components for approval by the City.

Allowance for City Review - .5 Months

Total Phase Duration = 2.5 Months

Phase 2 – Design Development/Construction Documents Phase – Estimated Duration 3 Months

Following approval of Phase 1 and notice to proceed by the City for Phase 2 Design Development/Construction Documents, the Consultant shall prepare Design Development/Construction Documents and assist the City in preparation of the bidding documents.

Allowance for City Review - 1 Months

Total Phase Duration = 4 Months

Phase 3 – Permitting

Estimated Duration 4 Months

Following approval of Phase 2 documents and notice to proceed by the City for Phase 3 Permitting, the Consultant shall assist the City with filing construction documents with the authorities having jurisdiction over the project and assist the City’s in obtaining the necessary permits.

Phase 4 – Bidding & Award Phase –

Estimated Duration 3 Months

Following approval of Phase 3 and notice to proceed by the City for Phase 4 Bidding and Award Phase, the Consultant shall assist the City and its Construction Manager with the competitive bidding process, evaluation of the bids received and the awarding of construction contracts.

Phase 5 – Construction Phase and Administration of the Construction Contract

Construction Administration services are not included in the Scope of Services.

BASIC SERVICE FEE BREAKDOWN PER PHASE

The Consultant Lump Sum Fees for performance of the “Scope of Basic Services for Phases 1 through 4” outlined above are listed below and on the attached spreadsheet:

PHASES 1 THRU 4

Phase 1 – Schematic Design Phase	\$ 65,377.40
Phase 2 – Design Development (DD)/Contract Documents Phase	\$148,453.40
Phase 3 – Permitting Phase – Dry Run	\$ 7,034.30
Phase 4 – Bid & Award Phase	<u>\$ 7,034.30</u>
TOTAL A/E FEE PHASES 1 THRU 4	<u>\$ 227,899.40</u>

Phase 5 CONSTRUCTION ADMINISTRATION SERVICES – The Consultant shall provide Construction Phase Post Design Services on an hourly as needed basis if authorized by the City at a later date.

1. Civil Engineering Services Lump Sum Fee

Keith & Associates will be preparing site paving grading and drainage plans, water and sewer plans, permitting, bid and construction phase services.

Schematic Design Phase	\$ 5,440.00
DD & Construction Documents Phase	\$14,440.00

Bidding & Permitting Phase Services	\$ 6,760.00
Site Civil Engineering Construction Administration	<u>\$ NIC</u>
Total Additional Service Fee for Civil Engineering	\$ 26,640.00

2. Landscape Design Services Lump Sum Fee

Keith and Associates will provide the Landscape Design Services.

Additional Service Fee for Schematic Design	\$ 7,840.00
Additional Service Fee for Design Dev. & Construction Docs	\$ 3,880.00
Additional Service Fee for Construction Administration	<u>\$ NIC</u>
Total Additional Services Fee for Landscape Design Services	\$ 11,720.00

3. Cost Estimating Services Lump Sum Fee

J.A. Condon & Associates (JAC), cost estimators, will prepare a Detailed Construction Cost Estimate in 16 division CSI format upon completion of the Schematic Design, and Design Development / Construction Document Phases of the project. JAC Services will include Review of A/E Design documents. JAC will organize takeoff data and apply pricing to cost estimates, prepare formatted costs for client review at Schematic Design and Construction Document phase. The City shall have the option to omit one or more of these cost estimates.

Schematic Design Phase Cost Estimate	\$6,973.00
Design Development/Construction Document Phase Cost Estimate	<u>\$3,340.00</u>
Total Additional Services Lump Sum Fee for Cost Estimating Services	\$10,313.00

4. COA Application and Presentation Lump Sum Fee - Estimated

RJHA will prepare both the preliminary and final COA Application submittals and incorporate the schematic design drawings, existing conditions drawings and other materials including product samples as necessary to describe all aspects of the proposed project. RJHA will meet with the City HPB officer in advance of the submittal to assure their concurrence with what is being proposed. RJHA will respond to staff comments and prepare a final submission. RJHA will also prepare as part of the COA submittal process a PowerPoint Presentation for the HPB Board Approval. Richard Heisenbottle, FAIA and Roger Cope, AIA our associate architect and design consultant will make the presentation before the Board for Final HPB Approval.

Total Additional Services Lump Sum Fee for COA Application and Presentation	<u>\$ 7,670.00</u>
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<u>TOTAL PRE APPROVED ADDITIONAL SERVICES FEE</u>	<u>\$ 56,343.00</u>
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<u>TOTAL REIMBURSABLE EXPENSE ALLOWANCE</u>	<u>\$ 3,500.00</u>
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DELIVERABLES

The Consultant will prepare and deliver a variety of drawings, reports, opinions of probable construction cost, and progress drawings throughout the project as needed and more specifically as follows:

1. Schematic design graphics with a preliminary opinion of construction cost
2. Copy of all documents and forms submitted to the City for Historic Preservation Board.
3. Design Development/Construction Documents at 50%, and 90% for review by City staff
4. Opinion of probable construction cost upon completion of Phase 1 Schematic Design and Phase 2 50% Construction Documents submittals.
5. Copy of final construction documents and specifications for internal use and file
6. The Consultant shall provide drawings in the size and quantity for each submittal as requested by the City. Copies of all drawings and specifications shall be provided as a reimbursable expense.

In addition to the above noted deliverables, the Consultant shall attend project review meetings as requested by the City, provide the City with meeting minutes, and make presentations at other stakeholder groups as required. A maximum of ten meetings are included in the lump sum fees above. Additional meeting will be on an hourly basis.

HAZARDOUS MATERIALS

RJHA shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form. Hazardous materials testing and abatement will be the responsibility of the owner.