

**CITY OF DELRAY BEACH**

**CONSULTING SERVICE AUTHORIZATION**

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

SERVICE AUTHORIZATION NO. 12-22 FOR CONSULTING SERVICES

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

CITY PROJECT NO. \_\_\_\_\_ MATHEWS CONSULT. PROJECT NO. 1854

TITLE: Reclaimed Water Expansion - Area 12B Construction Management

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 has adopted a Reclaimed Water Master Plan (RWMP), (prepared by Mathews Consulting, Inc., October, 2003) which identifies areas of service for the City's new reclaimed water system. The purpose of the RWMP is to serve as a planning document from which a reclaimed water system can be developed in phases as capital improvements are budgeted and scheduled through a designated time frame.

The first project identified for implementation in the RWMP was "Area 1" and was placed in operation in 2005. The second project(s) identified for implementation in the RWMP were "Area 2" and "Area 3" and they were placed in operation in 2006. The third project identified for implementation in the RWMP was "Area 4" and was placed in operation in 2008. The fourth project identified for implementation was "Area 11". The Area 11 RWS was broken into Area 11A and Area 11B. The Area 11A RWS was placed in operation in late 2009. The Area 11B RWS was placed in operation in August 2011. The fifth project identified for implementation is "Area 12". The Area 12 RWS is broken into Area 12A, Area 12B and Area 12C. Based on available funding Area 12A was further broken into Phase I and Phase II. The Area 12A (Phase I) project was placed in operation in August 2013. The Area 12A (Phase II) project was placed in operation in August 2014.

This Service Authorization provides construction administration support services and part-time inspection services (20 hrs/week) for the Area 12B project. The project area is bounded on the north by Casuarina Road, south by Poinsettia Road, east by S.R. A1A and west by Sea Sage Drive.

## **II. SCOPE OF SERVICES**

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

Not Applicable.

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

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

#### **Task 5.1 - Preconstruction Conference**

Consultant shall attend a preconstruction conference with representatives of City, Contractors and major subcontractors for the construction contract. Consultant shall prepare, in writing, agenda for the meeting and Consultant shall provide written meeting minutes.

#### **Task 5.2 – Shop Drawing Review**

Consultant shall receive, log, and review Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 50 submittals (total, which includes submittals, and re-submittals, if required) is included in the budget. Consultant will review and return submittals to City and Contractor within 7 to 10 calendar days of receipt.

#### **Task 5.3 – Bi-Monthly Meetings**

Consultant shall attend bi-monthly construction progress (up to 20) meetings to be held at the City of Delray Beach Utility Services Department. Consultant shall prepare agenda's and shall provide a written summary of the issues discussed.

#### **Task 5.4 – Construction Clarifications**

Respond in writing to Contractor's Request for Information (RFI) regarding the design documents. Consultant shall issue interpretations and clarifications of the Contract

Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within 3 calendar days.

**Task 5.5 – Coordination with City of Delray Beach**

Consultant shall coordinate (Regulatory Issues, Contractor Issues, Field Changes, etc.) as required with the City of Delray Beach regarding construction of the project. Items include but not limited to: Explanation and/or clarification of plans and specs, review alternate procedures for compliance; assistance in coordination with outside regulatory agencies (construction standards, meetings, inspections, etc.); assistance with physical field conflicts (modifying proposed pipe location to avoid conflicts, maintaining required separations from other utilities, etc.).

**Task 5.6 – Coordination/Construction Certifications w/ PBCHD**

Consultant shall certify to Palm Beach County Health Department (PBCHD) based on the visible project features, City & Consultant inspections and As-Built drawings, that the water mains are constructed in accordance with the plans and specifications submitted in the permit application.

**Item 5.7 – Construction Schedule Review**

Consultant shall monitor the construction schedule monthly (total of 10) and report to the City conditions which may cause delay in completion.

**Item 5.8 – As-Built Record Drawing Review**

Consultant shall review the Contractor's monthly progress As-Built Record Drawings and Final As-Built Record Drawings for completeness.

**Task 5.9 - Substantial and Final Inspections**

Consultant shall conduct a substantial and final inspection with the City's construction management staff to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial & final).

**Phase VI – Resident Project Representative Phase**

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

**TASK 6.1 – RESIDENT PROJECT REPRESENTATIVE (RPR)**

Consultant shall provide part-time (**20 hours per week**) inspections of the project during the construction of the work in a total period of not-to-exceed 300 calendar days. Activities performed under this task consist of furnishing an RPR during the construction

of the project, to observe the quality of the construction work, and to determine, in general, if the construction of the proposed improvements can be certified. The RPR shall:

- Serve as Consultant's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work substantially 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.
- Observe all flushing and pressure testing of the pipe.
- City inspector shall assist the construction contractor in coordinating all required density testing, etc. as required by the Construction Documents. Consultant's inspector shall assist the City as required.
- Activities performed under this task consist of furnishing periodic inspections during the construction of the project, to observe the quality of the construction work, and to assure that the improvements can be certified to the City and PBCHD.

## **LIMITATIONS OF AUTHORITY**

Except upon written instructions of Consultant, the RPR:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Consultant's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, 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 authorize Owner to occupy the Project in whole or in part.
6. Shall not participate in specialized field or laboratory tests.

## **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. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.
2. A single bidding effort for the project is assumed. Re-bidding of the project is considered Additional Services.
3. The construction duration is 300 calendar days.
4. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawings files. Four (4) sets of final signed and sealed RECORD drawings by a Florida Registered Surveyor (and the drawings in Autocad.dwg and .pdf formats) will then be submitted by the Contractor to the City. One set of RECORD drawings will be provided to Consultant for submittal to Palm Beach County Health Department.
5. Part-time inspections are based on a maximum of 20 hrs/week.
6. City personnel will provide daily inspections of the project and review/approve all construction progress pay applications from the Contractor.
7. Assisting the City in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

## **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:

1. A detailed description of the work to be undertaken.
2. A budget establishing the amount of the fee to be paid in accordance with the Agreement.
3. 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 Phase</u>	<u>Cumulative Time</u>
Phase V – Construction	300 days	300 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 budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase V – Construction Administration	\$ 39,078.00
Phase VI – RPR Services	\$ 70,607.00
Out-of-Pocket Expenses	<u>\$ 6,000.00 <sup>(1)</sup></u>
<b>TOTAL PROJECT COST</b>	<b>\$ 115,685.00</b>

Notes:

<sup>(1)</sup> 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:

Date: \_\_\_\_\_

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

MATHEWS CONSULTING, INC.

Date: 5-10-16

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

[Signature]  
Witness

Attest:

\_\_\_\_\_  
Approved as to Legal Sufficiency  
and Form

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May, 2016 by David Mathews, Vice President of Mathews Consulting, Inc., a Florida 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]  
Signature of person taking  
Acknowledgement



## ATTACHMENT A

### City of Delray Beach Reclaimed Water Expansion Area 12B - Construction Services

#### Budget Summary

Phase No.	Task Description	Labor Classification and Hourly Rates								
		Principal Engineer \$166.40	Senior Engineer \$144.86	Engineer II \$118.84	Construction Manager \$118.22	Inspector \$89.15	Senior Engineering Technician \$115.13	Clerical \$70.58	Total Labor	Sub-Consultant Services
<b>V</b>	<b>Construction Administration Phase</b>									
	5.1 Preconstruction Conference	3			3				\$854	
	5.2 Shop Drawing Review	4			30			40	\$7,035	
	5.3 Bi-Monthly Meetings (total of 20)	4			45			15	\$7,044	
	5.4 Construction Clarifications	5			40		4	2	\$6,162	
	5.5 Coordination with City of Delray Beach	5			40				\$5,561	
	5.6 Coord./Certification w/ PBCHD	3			2			2	\$877	
	5.7 Schedule Review	3			28				\$3,809	
	5.8 As-Built Record Drawing Review	3			40				\$5,228	
	5.9 Substantial and Final Inspections	2			16			4	\$2,507	
	<b>Subtotal</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>244</b>	<b>0</b>	<b>4</b>	<b>63</b>	<b>\$39,078</b>	
<b>VI</b>	<b>Inspection Services</b>									
	6.1 Part-time Inspection Services (20 hrs/wk)					792			\$70,607	
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>792</b>	<b>0</b>	<b>0</b>	<b>\$70,607</b>	
	Labor Subtotal Hours	32	0	0	244	792	4	63	<b>\$109,685</b>	
	Labor Subtotal Costs	\$5,325	\$0	\$0	\$28,846	\$70,607	\$461	\$4,447		
	<b>Labor Total Costs</b>	<b>\$109,685</b>								
	Subconsultant Costs Total	\$0								
	Subconsultant Multiplier	1.1								
	<b>Subconsultant Total</b>	<b>\$0</b>								
	Reimbursable Expenses	\$6,000								
	<b>Project Total</b>	<b>\$115,685</b>								