

EXHIBIT A

Scope of Work – Amendment 4 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. 4 includes an extension to our Construction Engineering and Inspection Services (CEI) to accommodate additional delays beyond the revised contract completion duration estimated in Amendment No. 3 to be May 30, 2023. This Amendment No. 4 will supplement CEI Services Budget in the amount of \$62,000.00 for approximately nine (9) additional months of CEI services related to review and response to claims submitted by the contractor and contractor delays. Due to work stoppages and other delays by the contractor, the actual contract time extension request is still undetermined at this time, with Final Completion reached September 25, 2023 with discussions of contractor submitted claims still ongoing at this time.

SCOPE OF SERVICES

The CEI Services included in this Amendment No. 4 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. 4 includes the following:

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

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

Subtask 1.7 Construction Claims and Changes

CONSULTANT shall Prepare and negotiate City requested or Contractor initiated Change Orders (CO), review claims submitted by the contractor and Additional Work Authorizations (AWA) as required during the additional construction period.

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

TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES

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

- CONSULTANT shall provide Inspector services for the purposes of review quantities and contractor claims. 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.
- *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 agree on resolution of submitted claims by January 31, 2024 and provide final pay application and as-built drawings. CONSULTANT does not guarantee this to be the case, nor does the CONSULTANT control the Contractor's Schedule to complete the work. An estimated 40 hours of Senior Engineer time has been included in the Amendment amount for this closeout work.

SCHEDULE

A contract extension will be requested for the additional timeframe due to delays and work stoppage by the contractor when the claims are settled and the extent of the extension is known.

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. 4 services by the CITY to CONSULTANT for all tasks will be on a Time and Material basis in accordance with the above-mentioned Agreement. The estimated compensation for the services described in this Contract is **\$62,000** for the services as shown in Table 1 below.

TABLE 1: LABOR AND EXPENSE SUMMARY

AMENDMENT NO. 4	Total Cost
Task 1 – Construction Administration Services to date: Estimated amount for claim resolution:	\$13,145.00 \$ 6,741.00
Task 2 – Construction Inspections	\$42,114.00
Reimbursables	\$0.00
<i>Total – AMENDMENT NO. 4 CEI Services</i>	<i>\$62,000.00</i>