

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2025, 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 Keith and Associates, Inc. dba Keith, a Florida corporation (hereafter referred to as “Consultant”) authorized to do business in the State of Florida, whose address is 301 East Atlantic Boulevard Pompano Beach, FL. 33060.

WHEREAS, the City desires to retain the Consultant to serve as the City’s Owner’s Representative and provide civil engineering, inspection, and construction administration for Tropic Isle Neighborhood Improvements in accordance with the City’s Request for Qualifications No. 2025-010 and the Consultant’s response thereto, which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant 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. 2025-010, and the Consultant’s response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Consultant shall provide Owner’s Representative Services for Tropic Isle neighborhood Improvements as identified in the Scope of Services attached hereto as Exhibit “A” and incorporated herein.

ARTICLE 3. COMPENSATION

The City shall pay to the Consultant, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit “B”, 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

City of Delray Beach
RFQ No. 2025-010
OWNER’S REPRESENTATIVE For Tropic Isle Neighborhood Improvements
Project No. 19-015

Attn: City Manager

ii. With a copy to: City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

As to the Consultant: Keith and Associates Inc dba Keith
301 E. Atlantic Blvd
Pompano Beach, FL 33060
Attn.: Alex Lazowick, CEO/President
Email: ALazowick@KEITHteam.com

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. E-VERIFY

By entering into this Agreement, Consultant acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Consultant affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

ARTICLE 6. DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact

business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

ARTICLE 7. SCRUTINIZED COMPANIES THAT BOYCOTT ISRAEL

Pursuant to Section 287.135, Consultant is ineligible to enter into or renew this Agreement if Consultant is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Consultant certifies that Consultant is not on the Scrutinized Companies that Boycott Israel List, and that Consultant is not engaged in a boycott of Israel.
- b. Consultant shall notify the City if, at any time during the term of this Agreement, Consultant is placed on the Scrutinized Companies that Boycott Israel List, or that Consultant is engaged in a boycott of Israel. Such notification shall be in writing and provided by Consultant to the City within ten (10) days of the date of such occurrence.
- c. In the event the City determines, using credible information available to the public, that Consultant has submitted a false certification or Consultant is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other damages and relief, against Consultant, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Consultant.
- d. Consultant shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

ARTICLE 8. CONVICTED VENDOR LIST

By its execution of this Agreement, Consultant acknowledges that it has been informed by City of, and is in compliance with, the terms of Section 287.133(2)(a) of the Florida Statutes which reads as follows:

- a. "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids,

proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a Consultant, supplier, subConsultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

ARTICLE 9. COMPLIANCE WITH ALL APPLICABLE LAW

The Consultant and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Consultant agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Consultant's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

ARTICLE 10. DISCLOSURE OF INTERESTS OF COUNTRY OF FOREIGN CONCERN

Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

ARTICLE 11. COMPLIANCE WITH FLORIDA STATUTE §787.06(13)

Consultant has fully complied with Florida Statute §787.06(13) by providing an affidavit to the City signed by an officer or representative of Consultant under penalty of perjury that Consultant does not use coercion for labor or services as defined in that statute.

Article 12. FOREIGN COUNTRY OF CONCERN AND PERSONAL IDENTIFYING INFORMATION

Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order, Contractor shall certify compliance with section 287.138, Florida

City of Delray Beach

RFQ No. 2025-010

OWNER'S REPRESENTATIVE For Tropic Isle Neighborhood Improvements

Project No. 19-015

Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

ARTICLE 13. 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]

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

ATTEST:

CITY OF DELRAY BEACH

Alexis Givings, City Clerk

By: _____
Thomas F. Carney, Jr. Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney



KEITH AND ASSOCIATES INC. dba
KEITH

By: _____

Print Name: Alex Lazowick

Title: President/CEO

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of August, 2025, by Alex Lazowick (name of person), as President/CEO (type of authority) for KEITH (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification _____
Type of Identification Produced _____

Notary Public- State of Florida

City of Delray Beach
RFQ No. 2025-010
OWNER'S REPRESENTATIVE For Tropic Isle Neighborhood Improvements
Project No. 19-015



SHEKINAH WEBER
Notary Public
State of Florida
Comm# HH338288
Expires 12/5/2026

SECTION 3: SCOPE OF SERVICES

3.1. PROJECT HISTORY AND BACKGROUND

The City is responsible for the maintenance of the roadways within the Tropic Isle Neighborhood, bound by McCleary Street to the north, Florida Boulevard to the west, Spanish Circle to the south, and the intracoastal waterway to the east. The neighborhood includes a total of approximately 5.75 miles of roadways.

Over many years, these roads have experienced uneven surface wear of the roadways, excessive sinkholes, asphalt cracking, and accelerated deterioration, which has adversely impacted roadway drainage and drivability. Furthermore, deterioration of the roadways has caused an increase in maintenance costs and has shortened the lifespan of the roadways. A recent engineering evaluation of the subsurface soils showed evidence of muck underneath the roadways which may be a leading factor in roadway deterioration. In addition to the subsurface investigation, a utility assessment was conducted which determined that both the water and sewer infrastructure was more than 50 years old and nearing the end of their expected lifespans. The studies recommend very minimal disturbance to the existing muck.

3.2. SUMMARY OF WORK

The selected Proposer (hereinafter in this Scope referred to as Consultant) shall serve as the City's Owner's Representative and provide civil engineering, inspection, and construction administration to include project close-out and certification to construct the Tropic Isle Neighborhood Improvements. The Consultant will provide Owner's Representative services in accordance with FDEP grant agreement requirements and City policies, procedures, standards, and requirements for roadway, water, sewer, storm drainage, drainage outfall, and seawall improvements.

The Consultant will be responsible for providing Owner's Representative services and oversight of a Construction Manager at Risk (CMAR) contractor (to be selected by the City in the future), along with complete management of FDEP Grant 22SRP60 (including all required submittals for reimbursement to the City of Delray Beach).

3.3. DEFINITIONS

Agreement – The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

CMAR Contractor – The individual, firm, or company contracting with the City for delivering the Project.

CMAR Construction Contract – The written agreement between the City and the CMAR Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

Owner's Project Manager – The City of Delray Beach employee assigned to manage the Construction Project Owner's Representative Agreement and represent the City of Delray Beach during the performance of the services covered under the Agreement.

Consultant – The consulting firm under contract to the City as Owner's Representative for the Project, including providing on-site full time Resident Project Representative Services.

Consultant Project Administrator/Project Manager (PM) – The employee assigned by the Consultant in charge of providing contract administration services.

Consultant Senior Project Engineer (or Architect) – The Engineer (or Architect) assigned by the Consultant in charge of providing contract administration for the Project. This person may supervise other Consultant employees and act as the lead Engineer (or Architect) for the Consultant.

Engineer (or Architect) of Record – The Engineer (or Architect) noted on the construction plans as the responsible person for the Project and directing the preparation of the drawings.

Public Information Officer – The Consultant's personal assigned to manage the Public Information Program for the Project.

Resident Project Representative – The employee assigned by the Consultant at the Project site to assist the PM in carrying out full-time inspection and contract administration responsibilities for the City at the Project site.

3.4. ITEMS TO BE FURNISHED BY THE CITY TO THE CONSULTANT

The City, on an as needed basis, will furnish the following Contract documents for the project:

- Executed Construction Contract
- Construction Plans
- Technical Specifications
- Permits
- Environments Reports
- Geotechnical Reports
- Utility Agency's Approved Material List (if applicable)

These documents may be provided in either paper or electronic format. The City will not provide connection to their Network. The Consultant will furnish and support any needed software to perform their work.

3.5. ITEMS TO BE FURNISHED BY THE CONSULTANT

3.5.1. City Documents – Proposers are required to use City forms when providing documents to others. Usage of any applicable City documents referenced herein shall be a condition of the Agreement. All City documents, directives, procedures, and standard forms are available through the City's Project Manager.

3.5.2. Office Automation – Provide any software and hardware necessary to efficiently and effectively carry out the responsibilities under this scope of work.

3.5.2.1. Provide laptop computer running project management application through a mobile broadband connection at the jobsite or whatever technology is necessary. All computer coding shall be input by Consultant personnel using equipment furnished by them.

3.5.2.2. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall always remain with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance. Field office equipment should always be maintained and operational.

3.5.3. Field Office – A Field Office will be required. The awarded Contractor will either provide Consultant adequate space in their field office or awarded CMAR Contractor to provide separate field office space for Consultant. The field office will be furnished, and all Field Office expenses shall be included as part of the Consultant's compensation.

3.5.4. Field Equipment – Supply inspection and testing equipment essential to perform services under the scope of work; such equipment includes non-consumable and non-expendable items.

3.5.4.1. Hard hats shall have the name of the consulting firm visibly displayed.

3.5.4.2. Equipment described herein and expendable materials will remain the property of the Consultant and shall be removed upon completion of the project.

3.5.4.3. Consultant staff handling of nuclear density gauges shall be in compliance with their license.

3.5.4.4. Consultant retains responsibility for risk of loss or damage to said equipment during performance. Field equipment shall always be maintained and in an operational condition.

3.6. LIAISON RESPONSIBILITY OF THE CONSULTANT

For the duration of the project, the Consultant shall keep the City's Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the City's Project Manager for review and approval.

3.7. GENERAL REQUIREMENTS OF THE CONSULTANT

It shall be the responsibility of the Consultant to administer, monitor, and inspect the CMAR Construction Contract and assist in the close-out of all permits such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the CMAR Construction Contract.

Observe the CMAR Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City, and direct the CMAR Contractor to correct such observed discrepancies.

Inform the City's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the CMAR Contractor and coordinate with Engineer (or Architect) of Record the corrective action that has been directed to be performed by the Contractor.

Consultant shall notify the City and CMAR Contractor in writing once the Project is deemed to meet contract completion milestones. Consultant shall certify to the best of their knowledge based on visible inspections, and review of testing reports that the project was constructed in general conformance with the Contract Documents and the close-out of all permit and grant Conditions.

3.8. CONSTRUCTION ADMINISTRATION

The Consultant shall provide Owner's Representative services to include, but not be limited to:

3.8.1. Administration of CMAR Construction Contract – Consultant will perform Construction Administration Services in connection with the Project identified in the Agreement. The Consultant's Project Manager (PM) will be the primary point of contact for and during the CMAR Construction Contract during construction and will have the responsibility for all communications with the City's Project Manager, Engineer (or Architect) of Record and CMAR Contractor. Services shall include maintaining the required level of observation of Contractor activities, interpreting special provisions for the CMAR Construction Contract, maintaining records of activities and events relating to the Project and properly documenting Project changes.

3.8.2. Document Control Management System –The awarded CMAR Contractor shall develop and implement an electronic document control management system (DCS) for the Consultant, City, Engineer (or Architect) of Record and CMAR Contractor to utilize for transfer information, and track review of Project documentation. The DCS will be setup at the start of the project with all DCS data provided to the City at the end of the Project. The DCS will include building an electronic platform for the City that can be transferred to the City, or viewed, at any time during the Project. The Consultant will engage the

City in the design of the platform and will be trained in the platform by Consultant.

- 3.8.3. Constructability Field Review** – Consultant shall conduct a field review of the Contract Drawings with the Engineer (or Architect) of Record and the awarded CMAR Contractor to determine if there are any phasing constructability issues, conflicts not shown, or any CMAR Contractor proposed cost saving changes. The intent is to address these items prior to construction. Consultant will coordinate a meeting with the City and Engineer (or Architect) of Record and Utility Grant Agencies to discuss any issues discovered and recommendations to resolve. The meeting shall be documented with minutes.
- 3.8.4. Preconstruction Meeting** – Consultant shall prepare an agenda and facilitate the pre-construction meeting with the City’s awarded CMAR Contractor, Engineer (or Architect) of Record and City staff. Consultant will also coordinate with all utility companies and associated permitting Agencies to attend the meeting. Consultant will record, prepare and issue written minutes of pre-construction meeting.
- 3.8.5. Submittal Review** – Consultant shall receive, log, and review shop drawings and submittals (including method of handling traffic) for general conformance with the design intent and provisions of the Contract Documents and return approved submittals to the City and CMAR Contractor. Consultant may coordinate with Engineer (or Architect) of Record for their review, and return approved submittals to City and CMAR Contractor within the approved time frame specified in the construction documents. A detailed submittal log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, and returned along with a record of review comments.
- 3.8.6. Progress Meetings** – Consultant shall attend and lead construction progress meetings with the City and Contractor. Consultant shall conduct bi-weekly formal progress meetings with an agenda and issue written minutes of the issues discussed.
- 3.8.7. Pay Estimate Review** – Consultant shall review monthly payment applications submitted in a format acceptable to the City. Consultant shall verify the quantities and invoiced amount as represented on the pay request and make a written recommendation to the City to proceed with the payment as requested, or as modified based on Consultant review.
- 3.8.8. Construction Schedule Review** – Consultant shall monitor the construction schedule and review the CMAR Contractor’s 2-week look ahead schedule with Consultant’s inspector. Consultant shall report to the City any condition that may cause project delay. If schedule slippage is identified, Consultant will notify the CMAR Contractor in writing and request the CMAR Contractor to provide a recovery plan and an updated schedule. A formal Notice to Cure Letter will be submitted by the CITY to the CMAR Contractor, if necessary.
- 3.8.9. Construction Clarifications** – Consultant shall respond in writing to CMAR Contractor's Request for Information (RFI) regarding the Contract Documents within the approved time frame specified in the construction documents. Consultant shall coordinate with Engineer (or Architect) of Record as required to issue design interpretations and

clarifications of the Contract Documents, along with associated support materials, as requested by the CMAR Contractor. These interpretations will be rendered, and a response prepared and submitted to the CMAR Contractor in a timely manner. A detailed RFI log shall be maintained and updated throughout the project duration including, but not limited to, dates submitted, received, reviewed, returned along with a record of responses.

- 3.8.10. Construction Claims and Changes** – Consultant shall prepare, review, and negotiate City requested or CMAR Contractor initiated Field Order (FO), Work Change Directive (WCD), Additional Work Authorization (AWA) or Change Order (CO) during the construction period.

Consultant will review, discuss recommendations with City all CMAR Contractor delay claims or requests for additional compensation within the construction period. Consultant shall respond to the CMAR Contractor's claims in accordance with the Contract Documents.

Consultant shall not verbally, or in writing execute any change orders with the CMAR Contractor. The City has sole authority to execute change orders.

- 3.8.11. Quality Assurance (QA) Program** – Consultant shall develop a QA Plan and furnish the QA Plan to the City's Project Manager for approval. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this scope.

Consultant shall maintain all necessary records for QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the construction period.

- 3.8.12. Resident Compliance Specialist** – Consultant shall provide a Resident Compliance Specialist for surveillance of the CMAR Contractor's compliance with all safety and CMAR Construction Contract requirements. The Consultant's Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating, and acting upon documentation required for CMAR Construction Contract compliance, and maintaining the appropriate files thereof. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the City Project Manager as requested.

- 3.8.13. Aerial Photography** – Consultant shall provide a drone for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Aerial photographs shall be taken prior to commencement and at least monthly thereafter. Photographs shall be clean, sharp, and clearly show details. The shutter speed should be such that all motion is eliminated. Digital photographs should be taken with a frequency designed to reveal changes in the progress of the Project, which can

be compared to other project data including daily reports of construction and scheduling updates.

- 3.8.14. Tracking & Oversight of Material Samples** – Consultant shall track and oversee CMAR Contractor's Testing Lab for all specified material certifications, samples, and testing, while verifying Chain of Custody. Consultant shall also review signed and sealed reports from testing agencies for compliance.
- 3.8.15. On-Site Inspection** – Monitor the CMAR Contractor's on-site construction activities and inspect materials entering the worksite in accordance with the plans, specifications, and special provisions for the CMAR Construction Contract to determine that the project is constructed in reasonable conformity with such documents. Maintain detailed accurate records of the CMAR Contractor's daily operations and of significant events that affect the work. The Consultant will also monitor off-site activities and fabrication unless otherwise stipulated. Consultant shall monitor and inspect CMAR Contractor's Work Zone Traffic Control and National Pollutant Discharge Elimination System (NPDES) Plan and review any modifications to the Work Zone Traffic Control and NPDES Plan, including Alternate Work Zone Traffic Control Plan (MOT), Consultant's employees performing such services shall be qualified in accordance with the City's standard procedures.
- 3.8.16. Certification of Construction Completion** – Consultant shall notify the City and CMAR Contractor in writing once the Project is deemed to meet contract completion milestones. Consultant shall certify to the best of their knowledge based on visible inspections, and review of testing reports that the project was constructed in general conformance with the Contract Documents and the close-out of all permit and grant Conditions.
- 3.8.17. Public Records Request Assistance** – Consultant shall assist the City project manager with any and all public records request received regarding this project. Consultant shall gather and provide to the City all required information in a timely manner.
- 3.8.18. Grant Administration** – Consultant will be responsible for the complete management of FDEP Gran 22SRP60, including all required submittals for reimbursement to the City of Delray Beach.
- 3.8.19. Substantial Completion and Final Completion Inspections** – In conjunction with City staff, Consultant shall make preliminary and final inspections at Substantial Completion (SC) and Final Completion (FC). Consultant shall prepare a Project Completion "punch list" after preliminary inspection at SC and FC. Consultant shall review completion of identified punch list items before final inspection to assist in the determination that if SC or FC has been achieved by the CMAR Contractor. Consultant shall advise the City and provide formal notice to the CMAR Contractor once SC or FC of the project has been reached in accordance with the Contract Documents.
- 3.8.20. Record Drawings** – Consultant shall review monthly progressive as-built record drawings from the CMAR Contractor and provide comments to achieve the final set of

signed and sealed as-built record drawings upon FC.

- 3.8.21. Coordination with City and Private Utility Companies** – Consultant shall provide a representative to coordinate with City Utilities Department and all private utility providing overhead and underground utilities. Consultant’s representative shall attend utility coordination meetings.

Consultant shall also monitor CMAR Contractor’s baseline and updated construction schedules to verify that any necessary utility relocations do not impact the CMAR Contractor’s work sequence and notify the City and CMAR Contractor when and if the relocation work affects the Contractor’s schedule.

- 3.8.22. Project Commissioning** – Consultant shall provide assistance, as requested, to the CMAR Contractor and City to implement project commissioning and turnover to City’s O&M staff. Duties will include, but not be limited to, assisting with the planning and scheduling of facilities start-up, including equipment testing, personnel training, operational demonstration, turnover and warranty initiation.

- 3.8.23. Project Closeout** – In conformance with contract documents, Consultant will review, and deliver to the City Project Manager, the required contract documentation to be submitted by the CMAR Contractor as listed under the construction agreement. In addition, the Consultant will provide one complete set of final shop drawing submittals and the CMAR Contractor’s field mark-up drawings demonstrating any construction deviations from the original construction plans. The Consultant will perform a warranty inspection 10 months following Project Substantial Completion.

3.9. FULL-TIME RESIDENT PROJECT REPRESENTATIVE (RPR)

- 3.9.1.** Consultant will assign a Full-Time Resident Project Representative (RPR) to assist the Consultant Project Manager (PM) in carrying out contract administration responsibilities for the City at the site during construction. Consultant will maintain records of the Contractors daily operations and of significant events that affect the work. The RPR will be the PM’s agent at the Site and will act as directed by and under the supervision of the PM and will confer with the PM regarding RPR actions. The RPR must have a degree in Civil Engineering (no exceptions).
- 3.9.2.** Consultant’s RPR will observe, inspect, approve, and reject the CMAR Contractors work to determine the progress and quality of work. Consultant will identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.
- 3.9.3.** Consultant will prepare digital photo and video documentation of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. These photographs and video will be filed and maintained by the Consultant using the Document Control Management System.
- 3.9.4.** The PM will have additional inspection personnel visit the site periodically at times in

conjunction with the RPR and the PM. All staff dealing in matters pertaining to the on-site work shall in general be with knowledge of the PM and the CMAR Contractor keeping the City's Project Manager advised as necessary. The PM team's dealing with the Contractor's subcontractors shall be only through or with the full knowledge and approval of the Contractor. The RPR shall generally communicate with the City with the knowledge of and under the direction of the PM.

- 3.9.5.** The Consultant's RPR will inform the City's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the CMAR Contractor and the corrective action that has been directed to be performed by the CMAR Contractor.
- 3.9.6.** Consultant's RPR will verify that the CMAR Contractor is conducting inspections, preparing reports and monitoring storm water pollution prevention measures associated with the Project.
- 3.9.7.** Consultant's RPR will facilitate coordination and communication between Utility Agency's representatives, City's staff and CMAR Contractor executing the work. The Consultant will identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.

The Consultant shall provide inspection services to include, but not be limited to:

- Serve as Owner's representative with construction CMAR Contractor, working principally through the CMAR Contractor's Superintendent and assisting him in understanding the intent of the Contract Documents.
- Provide daily reports and submit it daily to Consultant's PM for approval. Daily report should document all CMAR Contractor and Subcontractor personnel, all equipment on-site, whether it is idle or not, materials, quantities of work performed, weather condition, daily narrative of site activities, and any other necessary information. Daily report should include photographic documentation of construction activities daily.
- Verify that the CMAR Contractor is complying with National Pollutant Discharge Elimination System (NPDES) and Stormwater Pollution Prevention Plan (SWPPP) plans, which are required by the CMAR Contractor to maintain during construction.
- Ensure that CMAR Contractor is complying with all City, State and Federal safety standards and that there is strict adherence to approved Maintenance of Traffic (MOT) plans.
- 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. Consultant's inspector shall immediately report, in writing to the City, whenever Consultant believes that work is unsatisfactory, faulty, defective, does not conform to the Contract Documents,

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 permit or regulatory agencies having jurisdiction over the project. Record in writing, the outcome of these inspections and report to City.
- Consider and evaluate construction CMAR Contractor's suggestions for modifications in drawings or specifications and report them to the City, in writing. Consultant's Construction Manager shall make recommendation for action by the City.
- Review CMAR Contractor's as-built record drawing information on a monthly basis to confirm proper updates are being made.
- Assist the CMAR Contractor in coordinating all required materials and density testing, as required by the CMAR Construction Documents.
- Inspectors shall work with the CMAR Contractor and develop a daily pay item quantity sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.
- Complete the City's Contractor's Past Performance Evaluation Checklist with each payment request from CMAR Contractor.
- Complete the City's Capital Improvement Project Close-Out Checklist.

3.10. PUBLIC OUTREACH

The Consultant shall provide a Public Information Officer (PIO) to provide public outreach services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events which will affect traffic flow. Produce and distribute all publications (letters, flyers, door hangers, brochures and news releases) necessary for the contract. Prior to release, the City's designee will approve all responses, letters, news releases and the like. The Information Officer will provide timely, professional responses to project inquiries including emails, telephone calls, etc. and coordinate general public information meetings, open houses, community meetings as directed by the City's representatives, and link to City's Website.

The Consultant shall provide public outreach services to include, but not be limited to:

- Consultant needs to be involved with residents daily to keep the residents well-informed regarding what the CMAR Contractor is going to do each week.

- With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media regarding any upcoming events which will affect traffic flow.
- Produce and distribute all publications (letters, door hangers, mail notifications to homeowners (including postage), flyers, brochures, and news releases to the public) necessary for this construction contract. Prior to release, the City's designee will approve all responses, letters, provide drone photography, news releases, and the like.
- The PIO shall establish a continuously updated webpage and City webpage, provide timely and professional responses to project inquiries including emails, telephone calls, etc. and coordinate public information meetings, open houses, and community meetings as directed by the City's representatives.
- It is understood that the City's design team is maintaining an active project website linked to the City's website. Consultant shall provide current and accurate information weekly, at a minimum, and work with City's design team to upload content. The website must be capable of receiving email inquiries regarding the project and be linked to the City's Website. The City's design team will be responsible to ensure website will be operational for the duration of the contract.
- The Consultant shall administer a project hotline and create, maintain, and update a log of resident concerns including name, contact information, type of concern, date received and status of resolution. The complaint log needs to be updated shared with City project manager weekly, at a minimum.
- Consultant will support the City in providing ongoing public information and education about the project and construction progress activities.
- Consultant will also support the City in resolving individual complaints or issues from concern log.

3.11. Quality Assurance Material Testing (QAMT) Services (Testing Only)

Per specification section 01010 – Summary of Work, 1.01A.42 and section 01410 – Test Laboratory Services, all material testing is the responsibility of the CMAR Contractor. Consultant to perform QAMT sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The QAMT will be performed to independently verify the CMAR contractor's testing and the sampling frequency will be as recommended by the City and the Engineer of Record.

Consultant will also provide geotechnical engineering services during construction. The purpose of these services is to analyze field conditions that differ from conditions observed during design development. Consultant will confer with City and Engineer of Record to provide recommendations for adherence to the basis of design, and the Engineer of Record will be responsible to provide any design modifications. These services will be performed as recommended by the City and the Engineer of Record.

Consultant

- Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification.
- The City will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.
- Sampling, testing and laboratory methods shall be as required by the City's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the CMAR Construction Contract.
- Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

3.12. PRECONSTRUCTION SERVICES AND SUPPORT CONSTRUCTION MANAGEMENT AT RISK (CMAR) CONTRACTOR SELECTION:

Consultant will support the City of Delray Beach, as needed, during the procurement of the CMAR Contractor. The Consultant will review CMAR Contractor's qualifications and provide input to the City during the selection process.

Consultant will assist the City with drafting the CMAR Construction Agreement.

Consultant will review CMAR subcontractor pre-qualifications, subcontractor bid tabulations, and provide recommendations of subcontractor awards.

Consultant will assist the City in negotiating the Final Guaranteed Maximum Price (FGMP) for the Project. It is understood that multiple GMP's could be negotiated prior to the FGMP based on schedule priorities.

Consultant will assist City in identifying any items that may be procured directly by the City for either an Owner Furnished and Contractor Installed scenario or an Owner Furnished and Owner Installed scenario.

3.13. ADMINISTRATIVE SERVICES

Consultant shall provide all software and hardware necessary to efficiently and effectively conduct all responsibilities mentioned above. Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain full responsibility for any risk of loss or damage.

3.14. SURVEYING (OPTIONAL ADDITIONAL SERVICES)

Consultant shall provide a surveyor, licensed in Florida, to check or establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project in order to:

- Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) Make and record measurements necessary to calculate and document quantities for pay items, (2) Make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) Perform incidental engineering surveys.
- Perform incidental engineering surveys for compliance with City, State, and Americans with Disabilities Act (ADA) regulations
- Facilitate any permits, easements, recording of easement, additional inspections requiring survey including public outreach, right-of-way, or landscape removal coordination
- Conduct property easement or land acquisition boundary surveys or legal sketch & descriptions.

3.15. OPTIONAL ADDITIONAL SERVICES

The Tropic Isle Neighborhood Improvements Project may require services not specifically identified in the Scope of Services document. An Optional Service may be authorized at the sole discretion of the City's PM, and will be supported by an approved Work Authorization issued by City's PM. Additional Services could include but may not be limited to:

- Subsurface Utility Engineering (SUE) services to identify and locate buried utilities
- Shift work or overtime for field RPR staff to meet schedule requirements
- Extended services due to Schedule delays or unforeseen conditions
- Environmental sampling and testing
- Pay application review services if the CMAR Contractor General Conditions and General Requirements are open book instead of lump sum. These pay application would entail additional review of items that may include but are not limited to certified pay roll, monthly utility bills, monthly vehicle expenses, verification of any CMAR equipment rental, verification of CMAR Contractor material expenses, trailer rent, office equipment rent, cell phone bills, and other allowable expenses that are permitted to be billed under the CMAR Contractor contract.

END OF SECTION 3

(The remainder of this page is intentionally left blank)

Tropic Isle Neighborhood Improvements Owner's Representative Task Summary List 8/08/2025

Tasks

When determined by the City of Delray Beach (City), the various Tasks/ Services listed below shall become effective by the issuance of a Notice to Proceed (NTP) to meet the goals and objectives set for the Project. Such services when requested shall be performed as set forth in the Agreement and in this Exhibit. Basic services include and are limited to all the Tasks/ Services included by the Owner's Representative (Consultant) in the negotiated fees with the City as set forth in this document and Agreement. The Tasks/ Services are further described below. Each individual Task/ Service may be as maximum amount Not to Exceed (NTE) or a Lump Sum (LS) amount. The Consultant shall have the authority to transfer amounts to and from Tasks/ Services 1 through 3 listed below subject to the City's PM approval. It is understood that Task/ Services 4 (Optional Services) are subject to the City's PM approval for the use and authorization of these funds.

Task/ Service	Scope Reference	Description	Dollar Amount \$ (NTE) or (LS) Amount
1	3.12	<u>Pre-Construction Services</u> Support the City of Delray Beach, as needed, during the procurement of the CMAR. Review CMAR qualifications, assist in identifying Work construction packages by phases/segments. Assist the City with drafting the CMAR construction agreement. Review CMAR subcontractor pre-qualifications, subcontractor bid tabulations and provide recommendations of subcontractor awards. Assist the City in negotiating Early Work GMP(s) for the Project, if applicable. Assist the City with home owners coordination associated with easement for drainage outfall.	\$118,000 (NTE)
2	3.6 3.7 3.8 3.9	<u>General Basic Services (Labor)</u> Consists of general basic and inspection duties and responsibilities as outlined in the Agreement and Scope of Services document.	\$3,756,280 (NTE)
2-A	3.10	<u>Public Information Services</u> Provide services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. Develop and maintain Project website. With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for the contract. Prior to release, the City's designee will approve all responses, letters, news releases and the like. The Information Officer will provide timely,	\$34,800 (NTE)

		professional responses to project inquiries including emails, telephone calls, etc. and coordinate general public information meetings, open houses, and community meetings as directed by the City's representatives.	
2-B	3.2	<u>Grant Administration</u> Provide complete management of FDEP Grant 22SRP60, including compliance monitoring and documentation, reporting and reimbursement coordination, identifying eligibility of costs, closeout and final reporting.	\$50,000 (NTE)
3	3.11	<u>QC Services/Geotech Allowance</u> Provide geotechnical services, independent material sampling and testing, if needed, and at the request of the City and Engineer of Record (EOR), and all duties and responsibilities indicated in the Scope of Services as outlined in the Agreement and in compliance with contract documents.	\$50,000 (NTE)
4	3.14 3.15	<u>Optional Services</u> The Tropic Isle Neighborhood Improvements Project may require services not specifically identified in the Scope of Services document. An Optional Service may be authorized at the sole discretion of the City's PM, and will be supported by an approved Work Authorization issued by City's PM. Additional Services could include but may not be limited to: <ul style="list-style-type: none"> • Surveying Services • Subsurface Utility Engineering Services • Shift work or overtime for field RPR staff to meet schedule requirements. • Extended services due to Schedule delays or unforeseen conditions. • Environmental sampling and testing • Seawall special inspection by structural engineer, if needed 	\$250,000 (NTE)
		Total Tasks 1 through 4	\$4,184,120 (NTE)
		Reimbursable Cost	\$5,000 (LS)* \$5,000 (NTE)
		Grand Total	\$4,269,080 (NTE/LS)

*Reimbursable Cost (LS):

- \$5,000 (LS) is for webpage development, purchasing the domain name and renewal, purchasing the SSL certificate and renewal, Google translate fees, and purchasing the hotline for the anticipated four (4) year contract.