

CITY OF DELRAY BEACH
CONSULTING SERVICE AUTHORIZATION

DATE: June 2, 2022

SERVICE AUTHORIZATION NO. 17-24 FOR CONSULTING SERVICES

CITY P.O. NO. 2021-00000584 CITY EXPENSE CODE: _____

CITY PROJECT NO. 11-024 CONSULTANT PROJECT NO. 200928.60

TITLE: NE 3rd Avenue Streetscape – Amendment No. 1

This Amendment No. 1 when executed, shall be incorporated in and shall become an integral part of the Agreement.

TITLE: Agreement for CEI Services

A. BACKGROUND

This Amendment No. 1 includes an extension to our Construction Engineering & Inspection Services (CEI) to accommodate current and pending Time Extensions for the Design Build Contractor beyond the original Contract Completion Duration. The original agreement for CEI Services covered under Service Authorization for 11-024 assumed a 6-month construction duration and 3-month design duration. This Amendment No. 1 will supplement CEI Services Budget in the amount of \$30,000.00 for approximately two (2) additional months of construction.

B. SCOPE OF SERVICES

The CEI Services included in this Amendment No.1 shall include the following tasks:

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

The specific scope of services to be provided by B&W in this Amendment No. 1 includes the following:

TASK 1 – CONSTRUCTION ADMINISTRATION SERVICES

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

Subtask 1.3 Progress Meetings

CEI 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 two (2) progress meetings are included in the budget for this task.

Subtask 1.4 Pay Estimate Review

CEI shall review monthly payment applications submitted in a format acceptable to the City. CEI 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 CEI review. An additional 2-months is assumed for this task.

Subtask 1.5 Construction Schedule Review

CEI shall monitor the construction schedule monthly for the additional 2-months of construction and report to the City conditions which may cause delay in completion. If Schedule slippage is identified, the CEI 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 2-months of construction. CEI 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

CEI shall Prepare and negotiate City requested or Contractor initiated Change Orders (CO) and Additional Work Authorizations (AWA) as required during the additional 2-month construction period.

CEI 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

CEI shall create and maintain a resident/business owner complaint log during the additional 2-months of construction. CEI will coordinate the issues with the CITY and Contractor; and will track resolution of all matters.

TASK 2 – RESIDENT PROJECT REPRESENTATIVE SERVICES

The Construction Inspection phase services to be provided by B&W include the following:

- CEI shall provide a Full Time Inspector during construction of the additional work for the construction contract (assumed 2-months). The Inspector shall be full-time (40 hours/week) for the additional 2-month construction period. 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 CEI’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 CEI 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. CEI 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 CEI 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 CEI Engineer's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Design Engineer, to 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.

C. 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 CEI assumes that the Design Build Contractor can reach Contract Completion in the additional time allotted for this Amendment. CEI does not guarantee this to be the case, nor does the CEI control the Contractor's Schedule to complete the work.

D. 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.

E. COMPENSATION

Compensation for the Amendment No. 1 services by the CITY to B&W for all tasks will be on a Not to Exceed (NTE) basis in accordance with the above mentioned Agreement. The estimated compensation for the services described in this Contract is \$30,000.00 for the services as shown in Table 1 below.

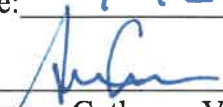
TABLE 1: LABOR AND EXPENSE SUMMARY

| AMENDMENT NO. 1 | Total Cost |
|---|--------------------------|
| Task 1 – Construction Administration Services | \$5,800.00 |
| Task 2 – Construction Inspections | \$24,200.00 |
| Reimbursables | \$0.00 |
| Total – AMENDMENT NO. 1 CEI Services | \$30,000.00 (NTE) |

This Amendment No. 1 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 approval and this to be included as part of the contract without any notice to proceed.

BAXTER & WOODMAN:

Date: 7-12-2022



Aaron Cutler, Vice President/
Florida Construction




Witness



Witness

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12th day of July, 2022 by Aaron Cutler, Vice President of Baxter & Woodman Company, an Illinois 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 of person taking
acknowledgement

