

## CONSULTING SERVICE AUTHORIZATION

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

CONSULTANT: Kimley-Horn and Associates, Inc.

SERVICE AUTHORIZATION NO. 12-07.1 FOR CONSULTING SERVICES

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

TITLE: E Atlantic Avenue Crosswalks

CITY PROJECT NO. 14-008

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the “Agreement for General Consulting Engineering Services” Contract, dated February 22, 2012.

### I. PROJECT DESCRIPTION

As requested by FDOT, the City of Delray Beach is making revisions to the plans / scope of project after design was performed to change from repair / replacement of brick paver pavement to new concrete pavement. FDOT would not allow replacement of existing brick paver intersections with brick pavers.

#### 1. Purpose

The purpose of the project is to replace the deteriorating existing brick pavement at the intersections of East Atlantic Avenue and Gleason Street and Venetian Drive.

#### 2. Project Area and understanding

The project area consists of the two above mentioned street intersections.

Project Understanding:

- Revise the design, construction plans and cost estimates for the two intersections at Gleason Street and Venetian Drive. Consider the new signal improvements made by FDOT. Consultant’s contract expires prior to project going to construction. Therefore bidding services are limited to having the plans and specifications completed. Construction phase services are not included in the scope of the project. The SR A1A intersection will be designed by another consultant under the Beach master plan project.

### II. SCOPE OF SERVICES

Phase I – Study and Report Phase (N/A)

## **Phase II – Preliminary Design Phase (N/A)**

## **Phase III – Final Design Phase**

### **General Requirements:**

Consultant shall provide final design phase services in accordance with Article III.C of the Agreement for Engineering Services with the City, dated February 22, 2013.

### **Task 1 – Design, Plans Preparation and Permitting**

1. Revise design and construction plans and resubmit for permitting to FDOT.
2. Perform concrete pavement design analysis for FDOT's approval.
3. Address FDOT comments.
4. Final concrete pavement design including texture, pattern, etc. to be approved by FDOT
5. Assist City in completing the maintenance agreement with FDOT (MMOA) by providing project information and plan exhibits. City staff will provide the required remaining information, execute and process the MMOA.
6. Submit plans to Palm Beach County Traffic Division for their acceptance regarding location of ADA ramps relative to the pedestrian signals. It is not anticipated that pedestrian signal modification would be necessary.

## **Phase IV – Bidding/Negotiating Phase**

Consultant's contract expires prior to project going to construction phase.

## **Phase V – Construction Administration**

Construction schedule was moved up to when consultant contract expires, therefore, construction phase services are not included in the scope of the project.

## **ADDITIONAL SERVICES**

Upon your authorization, KIMLEY-HORN will provide any additional services that may be required beyond those described in the scope of services above. These services may include but are not limited to such items as the following:

- Revisions to the plans due to substantial changes in project scope, budget, and/or concept
- Improvements outside the originally agreed-upon project limits
- Signal modification design
- Meetings, presentations or coordination in addition to those described in the tasks above.
- Services not specifically included within "Scope of Services".
- Title search
- Legal sketches and descriptions
- Landscape and irrigation design
- Lighting design
- Geotechnical services

- Subsurface utility exploration
- Permitting

## **SCHEDULE**

KIMLEY-HORN will begin work upon receiving authorization from the City in accordance with a mutually agreed upon schedule.

Phase I	N/A	
Phase II	N/A	
Phase III		
	Revise design and plans	4 weeks
	FDOT permitting	8 weeks
	100% Plans	6 weeks

## **III. BUDGET**

### **Fee and Expenses**

Kimley-Horn will perform the Services in Phases III and IV on a labor fee plus expense basis. Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the CITY. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary. Labor fee will be billed on an hourly basis according to our then-current rates. Fees will be invoiced monthly based on the actual amount of service performed and expenses incurred. Payment will be due within 25 days of your receipt of the invoice. Individual task amounts are informational only.

Reimbursable Expenses billed under this contract could include: in-house duplicating, local mileage, facsimiles, postage, express delivery services, large-format color printing, construction drawing printing, specification printing, and other out-of house printing.

Optional services will be billed after written authorization from City to start those services or a portion thereof. Additional services which may be identified as needed at a later time will be negotiated at that time.

Phase I	N/A	
Phase II	N/A	
Phase III	Final Design Phase (Task 1)	\$15,643
Phase IV	Bidding Services	
Phase V	Construction Administration (NA)	

### Reimbursable Expenses

<b>Total Contract</b>	<b>\$15,643</b>
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#### IV. COMPLETION DATE

This service authorization is approved contingent upon the City's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as 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 on any service authorization approved by the City to be included as part of the contract without a further notice to proceed.

Approved by:

CITY OF DELRAY BEACH:

KIMLEY-HORN AND ASSOCIATES, INC.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

By: \_\_\_\_\_  
Marwan Mufleh, Sr. VP

(Seal)

\_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Witness (Printed)

Attest: \_\_\_\_\_

Approved as to Legal Sufficiency

\_\_\_\_\_  
City Attorney

BEFORE ME, the foregoing instrument, this \_\_\_\_ day of \_\_\_\_\_, 2016\_\_, was acknowledged by \_\_\_\_\_ on behalf of the Corporation and said person executed the same free and voluntarily for the purpose there-in expressed.

Witness my hand and seal in the County and State aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2016\_\_.

\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:

**PROJECT WORK PLAN PERSON-HOUR ESTIMATE**

Project Name: E Atlantic Ave Study Amendment #1  
 Project Number: 0  
 Date Prepared: 6/22/2016  
 Estimated By: MM

Estimated Project Duration:  
 Design, Permitting: months  
 Construction: months  
 Total: months

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)						KHA Labor Total	Misc. Direct Expense (\$)
		PM/Sr. Principal	Senior Prof	Prof	Analyst		Sr. CAD		
Phase I									
	Subtotal (Hours)	0	0	0	0	0	0		\$0
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase II									
	Subtotal (Hours)	0	0	0	0	0	0		\$0
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Phase III	Final Design Phase (Gleason & Venetian)								
	MMOA assistance	1	2	8					
	roadway design	4	12	10	4				
	roadway plans		8	10	5		2		
	utility coordination								
	FDOT permitting		4	10	4		2		
	PBC coordination	1	3	8					
	Cost estimate		2	3	3				
	Subtotal (Hours)	6	31	49	16	0	4		\$0
	Task Total (Dollars)	\$1,464	\$5,580	\$6,615	\$1,616	\$0	\$368	\$15,643	\$0
Phas IV	Bidding Phase Services								
	Prebid meeting								
	Prepare Plans & CDs								
	Respond to RFIs								
	Contract, specs assistance								
	Subtotal (Hours)	0	0	0	0	0	0		\$0
	Task Total (Dollars)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Rates		\$244	\$180	\$135	\$101		\$92		

Total \$15,643