

## CONSULTING SERVICE AUTHORIZATION

DATE: January 12, 2017

CONSULTANT: Kimley-Horn and Associates, Inc.

SERVICE AUTHORIZATION NO. 12-27 FOR CONSULTING SERVICES

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

TITLE: Christmas Tree – New Foundation and Electrical Service Design

CITY PROJECT NO. 17-062

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**

The City desires to construct a new concrete foundation for the steel frame that is used as the base structure of the 100 foot tall Christmas tree that is erected for display at Old School Square for the holidays.

#### **1. Purpose**

The primary purpose of this project is to design a new foundation for the tree and to provide electrical service to this new location.

#### **2. Project Area and understanding**

The new Christmas tree site will be located within 300-400 feet from its current location near Old School Square.

### **II. SCOPE OF SERVICES**

Kimley-Horn intends to subcontract the electrical design to Smith Engineering and Associates, Inc (SEC).

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

Kimley-Horn will engage the services of Nutting Engineers of Florida, Inc (NEF) to perform the geotechnical investigation and provide a foundation recommendation report for the support of the proposed tree.

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

Kimley-Horn and SEC representatives will conduct an on-site evaluation of the existing foundation and electrical connection to observe how the tree frame structure is currently erected and connected. Only one (1) on-site visit is anticipated in conjunction with a client coordination meeting. Date and time will be coordinated through the City.

As part of this Phase, Kimley-Horn will review available as-built utility and survey records provided by the City.

As part of the electrical investigation, SEC will Coordinate with the site electrician or FPL to obtain electric service at the proposed new location of the Christmas tree from the existing electrical system.

Any survey data required for the design of the new foundation will be provided by the City, including location of existing utilities.

## **Phase III – Final Design Phase**

This Phase includes performing the design and analysis needed to prepare construction plans for a new foundation and electrical connection that can accommodate both the existing steel frame tree and a future tree of similar dimensions and electrical needs.

The electrical design will provide a new electrical service and distribution at the proposed new location of the Christmas tree in accordance with the National Electrical Code and applicable local codes.

The structural design of the foundation will account for wind loads in accordance with the 2014 Florida Building Code, with the understanding that the tree is a temporary structure.

The deliverable will consist of plans and specifications suitable for bidding, permit, and construction. We propose to furnish specifications and drawings in pdf format.

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

We will assist in preparing addendums and respond to questions during the bid process.

Other services related to Bidding assistance are not included in this Service Authorization. Anticipated services could include:

- Attending pre-bid meeting
- Reviewing bidder's quotes and tabulating bids

## **Phase V – Construction Administration (N/A)**

Services related to construction assistance are not included in this Service Authorization.

Anticipated services could include:

- Review shop drawings.
- Respond to contractor requests for information (RFI's) and review change order requests.
- Attend one (1) construction meeting and/or site visit as necessary.
- Attend the final walk through and prepare a final punch list.
- Prepare record drawings based upon contractor as-builts.

If desired, these services would be provided under separate authorization. The need for this Phase will be determined upon completion of Phase III.

### **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:

- Additional site visits or interviews
- Additional meetings, exhibits, deliverables
- Permitting assistance

### **SCHEDULE**

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

Phase I		
	Geotechnical investigation	1 week
Phase II		
	Records review and field visit	2 weeks
Phase III		
	Client coordination meeting	1 week
	90% Plans	6 weeks
	CITY Review	2 weeks
	100% Plans	2 weeks

### **III. BUDGET**

#### **Fee and Expenses**

Kimley-Horn will perform the Services described above 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	Geotechnical investigation	\$ 1,500.00
Phase II	Preliminary Design Phase	
	Record review and Field visit	\$ 1,800.00
Phase III	Final Design Phase	
	Electrical	\$ 4,500.00
	Structural	\$ 6,500.00
Phase IV	Bidding Services	\$ 1,200.00
Phase V	Construction Administration (NA)	
Optional post design services		\$0
<u>Reimbursable Expenses</u>		<u>\$ 500.00</u>
<b>Total Contract</b>		<b>\$16,000.00</b>

#### 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

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

(Seal)

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

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

Approved as to Legal Sufficiency

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

BEFORE ME, the foregoing instrument, this \_\_\_\_ day of \_\_\_\_\_, 2017\_\_, 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 \_\_\_\_\_, 2017.

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