

CONSULTING SERVICE AUTHORIZATION

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

SERVICE AUTHORIZATION NO. 12-16 FOR CONSULTING SERVICES

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

CITY PROJECT NO. 17-010 WGI PROJECT NO. 1004.XX

TITLE: NE 2<sup>nd</sup> Avenue / Seacrest Phase III

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of, the contract executed January 24, 2012. In addition, the services will be performed per the Local Agency Program (LAP) Agreement (FM No. 438289-1-58-01) between the City of Delray Beach (City) and the Florida Department of Transportation (FDOT) and be prepared per the FDOT Design Standards and Guidelines and contractual requirements for LAP Projects.

Title: Agreement for General Consulting Engineering Services

I. PROJECT DESCRIPTION

Florida Department of Transportation (FDOT) Transportation Enhancement Project - for: NE 2<sup>nd</sup> Avenue from NE 22<sup>nd</sup> Street to Gulfstream Boulevard. Engineering Design, Surveying, Geotechnical, Cultural Resources Assessment and Environmental Assessment for the above referenced FDOT LAP project which includes the following components:

- A. Reduction in Travel Lane Width: The present width of each travel lane is twelve (12'); the City seeks to reduce each lane to ten feet (10'). The reduction will not only assist in the provision of bicycle facilities, but will encourage motorists to maintain the posted speed limit as they travel through a residential area and into a thriving downtown.
- B. Sidewalks (5' wide concrete): Concrete sidewalks will be removed and replaced as needed and where no sidewalks currently exist sidewalks will be constructed.
- C. Dedicated Bike Lanes: A four foot (4') wide dedicated bike lane will be provided on each side of NE Second Avenue and contain appropriate markings, complemented by sufficient

signage to create awareness for both motorists and pedestrians. The bike lane will be constructed with a green pavement surface coating to designate the bike lane per the FDOT LAP Agreement.

- D. Crosswalks: Brick paver crosswalks will be provided at all north/south intersections within the project area and east/west brick paver crosswalks at NE 22<sup>nd</sup> Street, the Plumosa School or the Arts and Gulfstream Boulevard.
- E. Florida Department of Transportation (FDOT) Local Agency Program (LAP) Administration Coordination: Assist the City in the preparation of documentation, reporting and coordination to meet the obligations and responsibilities of the LAP Agreement. Attend meetings with the FDOT for the LAP coordination efforts. Included in the LAP documentation will be the preparation of a Cultural Resource Assessment Study (CRAS) and an Environmental Resource Assessment report in conformance with the Federal Highway Administration (FHWA), Federal Transit Authority (FTA), and the FDOT Agency Operating Agreement.
- F. LAP Environmental Review: Prepare a report based on the Class of Action for this project being a Programmatic Categorical Exclusion (PCE) in conformance with the Federal Highway Administration (FHWA), Federal Transit Authority (FTA), and the FDOT Agency Operating Agreement.
- G. Cultural Resource Assessment: Prepare a Cultural Resource Assessment report to meet FDOT guidelines and will comply with Section 106 of the *National Historic Preservation Act* (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 (*Protection of Historic Properties*), Chapter 267 F.S., and the minimum field methods, data analysis, and reporting standards embodied in the Florida Division of Historic Resources (FDHR) *Historic Compliance*
- H. Signalization: Prepare signalization plans for pedestrian improvements through the intersections of NE 2<sup>nd</sup> Avenue and NE 22<sup>nd</sup> Street, Avocado Road, and Gulfstream Boulevard.

## II. SCOPE OF SERVICES

### Phase I- Study and Report Phase

Not Applicable.

### Phase II - Preliminary Design Phase

Not Applicable.

### Phase III - Final Design Phase

WGI shall provide final design services in accordance with Article III.C of the Agreement for Engineering Services with the City, dated January 24, 2012.

- A. Construction Plans and Specifications - WGI shall attend public meetings, coordination meetings with the City, prepare construction plans, technical specifications, cost estimates, survey services conforming to the requirements of the current Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (Florida Green Book) as applicable. Plans, Specifications, Surveys and Estimates will be submitted for FDOT review per the FDOT LAP Design Phase Schedule: Design Phase I, Design Phase II, Design Phase III and Design Phase IV.

### Phase IV - Bidding/Negotiation Phase

WGI shall provide final bidding phase services in accordance with Section III "Duties of the Consultant" (Subsection D 1-5) of the Agreement for Engineering Services with the City, dated January 24<sup>th</sup> 2012.

- A. WGI shall assist City in advertising for and obtaining bids or negotiating proposals for construction (including materials, equipment and labor). WGI will also assist in the coordination of bid documents and attend meetings as required by the FDOT for Federally Funded LAP projects. It is anticipated that work shall be awarded under a single construction contract. WGI shall provide five (5) sets of bidding documents to the City to issue bid package. The City shall receive and process deposits for bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

- B. WGI shall attend one mandatory pre-bid conference and provide a written summary of issues discussed via addendum.
- C. WGI shall issue addenda and shall provide supplemental information or clarification as appropriate to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period.
- D. WGI shall attend the bid opening, prepare bid tabulation sheets and assist City in evaluating bids and proposals, and in assembling and awarding contract for construction. WGI shall submit to City a written recommendation concerning contract award.
- E. WGI shall furnish all bid information to the City in electronic format to be used in conjunction with "Demand Star" or other bidding services the City will utilize to procure construction services.

#### Phase V - Construction Administration

Not Applicable

#### Other - Permitting

Permits from Palm Beach County Traffic Division will be secured for the permitting of the relocation of the traffic loops and Intersection striping. This proposal does not include the design or re-design of the existing traffic signal poles, span wires, up-grades or lights or any other traffic signal appurtenances. In addition, WGI will submit for a NPDES permit for the proposed improvements.

#### Other - Right-of-Way Route Survey

The survey will be performed per the City of Delray Beach's survey standards and will include:

- A. Platted rights-of-way (include bearing and distances for centerlines), lot numbers, block numbers, House Numbers (if available) and dedicated easements.
- B. All improvements, physical objects, driveways, and significant landscape (i.e. trees, shrubs) within the right-of-way as well as the front two corners of the building on each lot.
- C. All underground utilities. Inverts on sanitary and storm sewers shall be indicated, as well as, locations of water valves and meters. Coordination with the Sunshine State Call One Center for location of other underground utilities shall be the

surveyor's responsibility. Coordination with City of Delray Beach's Water and Sewer network at (561) 243-7312 for underground utilities locates shall be the surveyor's responsibility. Do not use City of Delray Beach atlas for locations.

- D. All topographical surveys shall have stationing established from south to north and west to east where applicable.
- E. Elevations shall be indicated every 25 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades. Intermediate grades shall be indicated at all grade breaks, driveways, and sidewalks. Two grades (one at the right-of-way line and one 15 feet back) shall be indicated on the driveways to indicate direction of grade.
- F. The survey shall include topography of the complete intersection, 25 feet beyond radius returns, at the terminal end of each street.
- G. Tie survey to state plane coordinate system and set a minimum of two permanent reference markers.
- H. The survey stationing shall not repeat, i.e. use 200+00 for SE 2<sup>nd</sup> Ave, 300+00 for SE 3<sup>rd</sup> Ave, 800+00 for SE 8<sup>th</sup> Street etc.
- I. The surveyor shall submit one (1) digital and three (3) signed and sealed copies of the survey to the City.

#### Other - Subsurface Utility Engineering (SUE) Location Services

Not Applicable

#### Other - Geotechnical Services:

WGI will provide 10 borings to 5 ft. deep and 10 Auger Borings, including maintenance of traffic, utility/access coordination, layout and evaluation of information obtained from the cores. The evaluation will provide recommendation for the milling and resurfacing of the existing roadway asphalt pavement surface.

#### Other - Cultural Resources Assessment:

WGI will provide a Cultural Resource Assessment to meet FDOT guidelines and will comply with Section 106 of the *National Historic Preservation Act* (NHPA) of 1966 (Public Law 89-655, as amended), as implemented by 36 CFR 800 (*Protection of Historic Properties*), Chapter 267 F.S., and the minimum field methods, data analysis, and reporting standards embodied in the Florida Division of Historic Resources (FDHR) *Historic Compliance Review Program* (November 1990, final draft version). In addition, the study will be undertaken based on the FDOT *PD&E Manual's* requirements and Chapter 1A-46 (Archaeological and Historical Report Standards and Guidelines), Florida Administrative Code. (See attached scope of services outline from Janus Research). The Principal Investigator

will meet the Secretary of the Interior's Professional Qualification Standards (48 FR 44716).

Other - LAP Environmental Review Report

WGI will prepare a report based on the Class of Action for this project being a Programmatic Categorical Exclusion (PCE) per the Federal Highway Administration (FHWA, Federal Transit Authority (FTA), and the Florida Department of Transportation (FDOT Agency Operating Agreement.

III. COMPENSATION

The compensation for services provided shall be billed on an hourly basis, plus reimbursable expenses for each phase of work, in accordance with Article VII, Method II, up to the following not-to-exceed cost for each phase.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase I - Study and Report Phase (Not Applicable)	---
Phase II - Preliminary Design Phase (Not Applicable)	---
Phase III - Final Design Phase	\$100,443.28
Phase IV - Bidding/Negotiating Phase (CITY/FDOT)	\$12,112.18
Phase V - Construction Administration Phase	N/A
Other Services - Permitting (PBC Traffic Division)	\$8,992.00
Other Services - LAP Environmental Review	\$11,794.00
Other Services - Surveying	\$22,120.00
Other Services - Subsurface Utility Engineering	N/A
Other Services - Geotechnical Services plus WGI Sub-Consultant Admin. Fee (10%)	\$7,500.00
Other Services - Cultural Resources Assessment Services Plus WGI Sub-consultant Admin. Fee (10%)	\$18,937.60
Reimbursable -	<u>\$1,210.00</u>
<u>Total Compensation</u>	<u>\$183,109.06</u>

IV. COMPLETION DATE

To be completed by dates as established by the LAP Agreement between the City and FDOT ("Encumbrance" Phase).

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. WGI 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:

WGI: Wantman Group, Inc.

Date \_\_\_\_\_

Date \_\_\_\_\_

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

by: \_\_\_\_\_  
Michael Davis,  
Senior Vice President  
(Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

Approved as to Legal  
Sufficiency and Form

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

City of Delray Beach - NE 2nd Ave Phase III								
Prepared by: Stephen Cherry, EI/Brett Oldford, PE			This list was completed based on the Fee Schedule "Exhibit B" - Delray Beach Contract with WGI					
Date: July 20, 2015								
City Project no. 1X-XXX			\$ 204.81	\$ 172.60	\$ 127.86	\$ 106.44	\$ 124.96	
			Principal Engineer	Senior Project Manager	Senior project Engineer	Engineer	Environmental Scientist	TOTAL
PHASE	TASK	TASK DESCRIPTION						
1		Preliminary Design Phase (FDOT Phase 1)						
	a	Plans (Location Map, Plan Drawings, Roadway Sections)	2	4		20		\$ 3,228.82
	b	LAP Coordination		2		4		\$ 770.96
	c	Public Meetings Preparation / Minutes		2		6		\$ 983.84
	d	City Meetings Preparation / Minutes	2	2		4		\$ 1,180.58
	e	QC		2	2	4		\$ 1,026.68
		PRELIMINARY DESIGN SUBTOTAL	\$ 819.24	\$ 2,071.20	\$ 255.72	\$ 4,044.72	\$ -	\$ 7,190.88
2		Initial Design Phase (FDOT Phase2)						
	a	Plans (Plans plus Details, Signing & Marking Plan)	4	24		180		\$ 24,120.84
	b	Specifications MOT Plans and Cost Estimate		24	8	24		\$ 7,719.84
	c	FDOT LAP Coordination		4		12		\$ 1,967.68
	d	FDOT Comment Response		6		4		\$ 1,461.36
	e	City Meeting/Preparation/Minutes	4	4		8		\$ 2,361.16
	f	QC		2	4	6		\$ 1,495.28
		INITIAL DESIGN SUBTOTAL	\$ 1,638.48	\$ 11,046.40	\$ 1,534.32	\$ 24,906.96	\$ -	\$ 39,126.16
3		Constructability Design Phase (FDOT Phase 3)						
	a	Plans (Plans plus finalizing details and incorp. comments)	4	12		80		\$ 11,405.64
	b	Specifications, MOT Plans and Cost Estimate		24	8	24		\$ 7,719.84
	c	FDOT LAP Coordination		6		12		\$ 2,312.88
	d	ERC Comment Response			4	16		\$ 2,214.48
	e	City Meeting/Preparation/Minutes	4	4		6		\$ 2,148.28
	f	QC		2	6	8		\$ 1,963.88
		CONSTRUCTABILITY DESIGN SUBTOTAL	\$ 1,638.48	\$ 8,284.80	\$ 2,301.48	\$ 15,540.24	\$ -	\$ 27,765.00
4		Production Design Phase (FDOT Phase 4)						
	a	Plans (Plans plus finalizing details and incorp. comments)	4	6		76		\$ 9,944.28
	b	Specifications, MOT Plans and Cost Estimate		12	8	30		\$ 6,287.28
	c	FDOT LAP Coordination		4		16		\$ 2,393.44
	d	ERC Comment Response		2	4	24		\$ 3,411.20
	e	City Meeting/Preparation/Minutes	4	4		8		\$ 2,361.16
	f	QC		2	6	8		\$ 1,963.88
		PRODUCTION DESIGN SUBTOTAL	\$ 1,638.48	\$ 5,178.00	\$ 2,301.48	\$ 17,243.28	\$ -	\$ 26,361.24
		DESIGN PHASE SUBTOTAL						\$ 100,443.28



<b>6</b>		<b>Permitting Phase</b>						
	<b>a</b>	PBC Traffic Division (Traffic Loops- NE 22nd Street)		20	4	36		\$ 7,795.28
	<b>b</b>	NPDES PERMIT		2		8		\$ 1,196.72
		<b>PERMITTING</b>	\$ -	\$ 3,797.20	\$ 511.44	\$ 4,683.36	\$ -	\$ 8,992.00
<b>7</b>		<b>Bidding Phase</b>						
	<b>a</b>	Prepare Bid Documents and Specification		4		48		\$ 5,799.52
	<b>b</b>	Assistance in the advertisement of the project		2		4		\$ 770.96
	<b>c</b>	Issue Addenda		2		8		\$ 1,196.72
	<b>d</b>	Respond to RFI's		4		12		\$ 1,967.68
	<b>e</b>	Review Bids and issue an Award Recommendation Letter	2	4		12		\$ 2,377.30
		<b>BIDDING</b>	\$ 409.62	\$ 2,761.60	\$ -	\$ 8,940.96	\$ -	\$ 12,112.18
<b>8</b>		<b>LAP Environmental Review</b>						
	<b>a</b>	Prepare Initial Report		6		6	48	\$ 7,672.32
	<b>b</b>	Follow -up with FDOT LAP Manager ad Respond to questions				6	12	\$ 2,138.16
	<b>c</b>	Final Report and Follow up		2		6	8	\$ 1,983.52
		<b>LAP ENVIRONMENTAL REVIEW</b>	\$ -	\$ 1,380.80	\$ -	\$ 1,915.92	\$ 8,497.28	\$ 11,794.00
<b>9</b>		<b>Other Services (LUMP SUM)</b>						
	<b>a</b>	Surveying						\$ 22,120.00
	<b>b</b>	Geotechnical						\$ 7,500.00
	<b>c</b>	Cultural Resource Assesment						\$ 18,937.60
		<b>OTHER SERVICES</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 48,557.60
		Reimbursables						\$ 1,210.00
		<b>TOTAL</b>						\$ 183,109.06