

CITY OF DELRAY BEACH

CONSULTING SERVICE AUTHORIZATION

DATE: _____

SERVICE AUTHORIZATION NO. 12-32 FOR CONSULTING SERVICES

CITY P.O. NO. _____ CITY EXPENSE CODE: 001-2911-519.31-30

CITY PROJECT NO. 17-062 MATHEWS CONSULT. PROJECT NO. _____

TITLE: 100-Foot Tall Aluminum Holiday Tree – CEI Services

This Service Authorization, when executed, shall be incorporated in and shall become an integral part of the Contract.

TITLE: Agreement for General Consulting Engineering Services

I. PROJECT DESCRIPTION

The City of Delray Beach is proposing to install a new 100-Foot Tall Holiday Tree with holiday decorations. This Service Authorization provides construction administration services, full-time inspection services (40 hrs/week) and public outreach services for the 100-Foot Tall Aluminum Holiday Tree project. The project area is bounded on the north by NE 1st Street, south by E Atlantic Avenue, east by NE 2nd Avenue and west by N. Swinton Avenue.

II. SCOPE OF SERVICES

Phase I – Study and Report Phase

Not Applicable.

Phase II – Preliminary Design Phase

Not Applicable.

Phase III – Final Design Phase

Not Applicable.

Phase IV – Bidding/Negotiation Phase

Not Applicable.

Phase V – Construction Administration Phase

Consultant shall provide construction phase services in accordance with Article III.E of the Agreement for Engineering Services with the City, dated January 24, 2012.

Task 5.1 - Preconstruction Conference

Consultant shall attend a preconstruction conference with representatives of City, contractors and major subcontractors for the construction contract. Consultant shall prepare, in writing, minutes of conference.

Task 5.2 – Submittal Review

Consultant shall review and process shop drawings, samples, schedules, certifications and any other data which the construction contractor is required to submit. The review will be for general conformance with the design intent and compliance with the construction contract documents. Consultant will review and return submittals to City and Contractor within 7 to 10 calendar days of receipt.

Task 5.3 – Pay Estimate / Schedule Review

Based on onsite observations as an experienced and qualified design professional and on review of Contractor applications for payment and accompanying data and schedules, determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. Review of stored materials items and invoices as required. This also includes monitoring the construction schedule monthly and reporting to the City conditions which may cause delays in completion.

Task 5.4 – Construction Clarifications

Respond in writing to Contractor's Request for Information (RFI) regarding the design documents. Consultant shall issue interpretations and clarifications of the Contract Documents, along with associated support materials, as requested by the Contractor. These interpretations will be rendered and a response prepared and submitted to the Contractor within 3 calendar days.

Task 5.5 – Review Change Orders

Provide services in connection with preparing change orders to reflect changes to the construction project, limited to changes requested by Contractor.

Task 5.6 – Progress Meetings

Consultant shall conduct construction progress meetings every two weeks (estimated 4 meetings) to be held at an acceptable City location and provide a written summary of the issues discussed.

Item 5.7 – General Administration

Consultant shall provide General Construction Administration (1 hour per week for 2 months).

Item 5.8 – Certification of Construction Completion

Consultant shall certify to the City of Delray Beach based on the visible project features, Consultant's full-time field inspections, and review of any testing reports that the project was constructed in accordance with the plans, specifications and all City requirements.

Task 5.9 - Substantial and Final Inspections

Consultant shall conduct a substantial and final inspection to determine if the project has been completed in accordance with the contract documents and if the construction contractor has fulfilled his obligations thereunder. A punch-list will be prepared for each inspection (substantial & final).

Phase VI – Public Outreach

Task 6.1 – Public Outreach Meetings

Consultant shall attend up to two (2) meetings with the public. The meeting shall be coordinated by the City and one of the meetings shall also be attended by the Contractor. This will also include assistance with the development of presentation materials for the public meeting for the project.

Task 6.2 – Project Website & Bi-Weekly Project Updates

Consultant shall create a project website and provide project updates on the website bi-weekly for the project duration (60 days).

Phase VII – Resident Project Representative Phase

Consultant shall provide construction phase services in accordance with Article III.F of the Agreement for Engineering Services with the City, dated January 24, 2012.

Task 7.1 – Resident Project Representative(RPR)

Consultant shall provide full-time (**40 hours per week**) inspections of the project during the construction of the work in a total period of not-to-exceed 30 calendar days. Activities performed under this task consist of furnishing an RPR during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction of the proposed improvements can be certified. The RPR shall:

- Serve as Consultant's liaison with construction contractor, working principally through the contractor's construction manager and assist him in understanding the intent of the contract documents.
- Conduct on-site inspections of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work substantially conforms to the contract documents. Report, in writing, whenever Consultant 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. Consultant shall make recommendation for action by the City.
- City inspector shall assist the construction contractor in coordinating all required density testing, etc. as required by the Construction Documents. Consultant's inspector shall assist the City as required.

LIMITATIONS OF AUTHORITY

Except upon written instructions of Consultant, the RPR:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on Consultant's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or 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 authorize Owner to occupy the Project in whole or in part.
6. Shall not participate in specialized field or laboratory tests.

ASSUMPTIONS

Work described herein is based upon the assumptions listed below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, Consultant shall advise City in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with City.

1. The construction duration is 60 calendar days. Construction administration services will be for the full 60 calendar days.

2. Full-time inspections are based on a maximum of 40 hrs/week. Construction inspections will only be for 30 calendar days. The last 30 days is just for concrete curing.
3. Assisting the City in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

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 construction contract claims 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.

III. TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written notice-to-proceed).

<u>Engineering Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Phase V – Construction	60 days	60 days
Phase VI – Public Outreach	60 days	60 days
Phase VII – Resident Project Representative	30 days	60 days

VI. 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. Refer to ***Attachment A*** for budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase V – Construction Administration	\$ 14,390.00
Phase VI – Public Outreach	\$ 8,450.00
Phase VII – RPR Services	\$ 15,690.00
Out-of-Pocket Expenses	<u>\$ 4,000.00 ⁽¹⁾</u>

TOTAL PROJECT COST **\$ 42,530.00**

Notes:

⁽¹⁾ *Out-of-Pocket Expenses include the following: printing/reproduction and postage.*

This Service Authorization 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 Commission approval and this Service Authorization to be included as part of the contract without any further notice to proceed.

Approve by:

CITY OF DELRAY BEACH:

MATHEWS CONSULTING, A
BAXTER & WOODMAN
COMPANY

Date: _____

Date: 5-16-17

Cary D. Glickstein, Mayor

[Signature]
David Mathews, P.E., Vice President

[Signature]
Witness

Attest:

R. Max Lohman, City Attorney

City Clerk

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 16th day of May, 2017 by David Mathews, Vice President of Mathews Consulting, a 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 N/A and (did/did not) take an oath.



[Signature]
Signature of person taking
Acknowledgement

ATTACHMENT A

City of Delray Beach 100-Foot Tall Aluminum Holiday Tree Project

Budget Summary

Phase No.	Task Description	Labor Classification and Hourly Rates								Sub-Consultant Services
		Principal Engineer \$166.40	Senior Engineer \$144.86	Engineer II \$118.84	Construction Manager \$118.22	Inspector \$89.15	Engineering Technician \$115.13	Clerical \$70.58	Total Labor	
V	Construction Administration Services									
	5.1 Preconstruction Conference				6	2		2	\$1,029	
	5.2 Submittal Review		8		25			5	\$4,467	
	5.3 Pay Estimate / Schedule Review				6				\$709	
	5.4 Construction Clarifications				8			4	\$1,228	
	5.5 Review Change Orders	4			8			2	\$1,753	
	5.6 Progress Meetings every 2-weeks (total of 4 mtg)				12				\$1,419	
	5.7 General Administration (1 hr/wk for 2 months)				8				\$946	
	5.8 Certification of Construction Completion	4			8			2	\$1,753	
	5.9 Substantial and Final Inspections				8			2	\$1,087	
	Subtotal	8	8	0	89	2	0	17	\$14,390	
VI	Public Outreach									
	6.1 Public Outreach Meetings (up to 2 meetings)	1		6	15			3	\$2,864	
	6.2 Project Website & Bi-Weekly Project Updates	5		40					\$5,586	
	Subtotal	6	0	46	15	0	0	3	\$8,450	
VII	Inspection Services									
	7.1 Full-time Inspection Services (40 hrs/wk (1 month))					176			\$15,690	
	Subtotal	0	0	0	0	176	0	0	\$15,690	
	Labor Subtotal Hours	14	8	46	104	178	0	20	\$38,531	
	Labor Subtotal Costs	\$2,330	\$1,159	\$5,467	\$12,295	\$15,869	\$0	\$1,412		
	Labor Total Costs	\$38,531								
	Subconsultant Costs Total	\$0								
	Subconsultant Multiplier	1.1								
	Subconsultant Total	\$0								
	Reimbursable Expenses	\$4,000								
	Project Total	\$42,530								