



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AGREEMENT FOR PROFESSIONAL SERVICES
RFQ 2017-032, ENGINEERING DESIGN SERVICES: SW 4TH STREET,
SW 6th STREET, AND SW 7TH AVENUE, PROJECT NO. 16-500

BAXTER & WOODMAN, INC. DBA MATHEWS CONSULTING, A BAXTER
& WOODMAN COMPANY

**AGREEMENT
FOR
PROFESSIONAL SERVICES**

AGREEMENT NO. RFQ 2017-032

THIS AGREEMENT is made and entered into this ____ day of _____, 2017 (the "effective date"), by and between the **City of Delray Beach**, a Florida municipal corporation (hereinafter referred to as "City"), whose address is 100 NW 1st Avenue, Delray Beach, Florida, 33444, and **Baxter & Woodman, Inc. DBA Mathews Consulting**, a Baxter & Woodman Company, an Illinois corporation authorized to do business in the State of Florida (hereinafter referred to as "Consultant"), whose principal address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401.

WHEREAS, the City desires to retain the services of the Consultant to provide certain professional services in accordance with the City's Request for Qualifications No. 2017-032, Engineering Design Services: SW 4th Street, SW 6th Street, and SW 7th Avenue, Project No. 16-500, and the Consultant's response thereto.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Consultant and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and scope of services set forth in the City's Request for Qualifications No. 2017-032, and the Consultant's response to the Request for Qualifications, including all addenda and documentation required thereunder.

ARTICLE 2. SCOPE OF SERVICES

The Consultant shall provide professional design services to the City, under the scope of services/work as defined in the Request for Qualifications No.2017-032, as amended, and as more particularly described in Exhibit "A".

ARTICLE 3. COMPENSATION

The City shall pay for the Consultant an amount not to exceed of \$579,257.00 for performing professional design services based on the budget summary shown in Exhibit "B", which is attached hereto and incorporated herein.

ARTICLE 4. TERM

The term of this Agreement shall be from the effective date until twenty four (24) months after the effective date, unless terminated beforehand as provided for in Article 5. Nothing contained in the Request for Qualifications or this Agreement shall be construed by the Consultant as a guarantee of work from the City.

ARTICLE 5. TERMINATION

a. This Agreement may be terminated by the City, with or without cause, upon providing written notice to the Consultant. This Agreement may be terminated by the Consultant upon thirty (30) days' prior written notice to the City. Upon any such termination, the Consultant waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless the Consultant is in breach of this Agreement, the City shall pay the Consultant for services rendered through the date of termination in accordance with the terms of this Agreement.

b. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

ARTICLE 6. LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

ARTICLE 7. ATTORNEY'S FEES

Any costs or expense (including reasonable attorney's fees) associated with the enforcement of the terms and for conditions of this Agreement shall be borne by the respective Parties, however, this clause pertains only to the Parties to this Agreement.

ARTICLE 8. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

As to the City:

City of Delray Beach
100 NW 1st Avenue
Delray Beach, FL 33444
Attn: City Manager

With a copy to:

City of Delray Beach
200 NW 1st Avenue
Delray Beach, Florida 33444
Attn: City Attorney

As to the Consultant:

**Baxter & Woodman, Inc. DBA
Mathews Consulting, a Baxter &
Woodman Company**
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401
ATTN: David L. Mathews, Vice President

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Assignment. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

d. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- i. Terms and conditions as contained in this Agreement.
- ii. Terms and conditions of RFQ 2017-032.
- iii. Consultant's response to RFQ 2017-032 and any subsequent information submitted by Consultant during the evaluation and negotiation process.

(The remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

CITY OF DELRAY BEACH, FLORIDA

By: _____
Cary D. Glickstein, Mayor

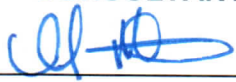
ATTEST:

By: _____
Katerri Johnson, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: _____
R. Max Lohman, City Attorney

CONSULTANT

By: 

Title: Vice President

WITNESSES:

By: 

Print Name: Rene Mathews

By: 

Print Name: Rebecca Travis

EXHIBIT A

I. PROJECT DESCRIPTION

The City of Delray Beach (City) desires to improve the roadways (approx. 1.62 miles), paved alleys, sidewalks, swales, driveways, stormwater system, sanitary sewer system and provide decorative street lighting in the Southwest (SW) Neighborhood. The project includes the following four (4) streets (5) alleys (refer to **Exhibit C** for project location map):

Streets:

- SW 4th Street from South Swinton Avenue to SW 10th Avenue
- SW 6th Street from SW 4th Avenue to SW 8th Avenue
- SW 7th Avenue from SW 1st Street to SW 8th Court
- SW 3rd Court from SW 10th Avenue to SW 8th Avenue

Alleys:

- Alley between SW 8th Avenue and SW 7th Avenue from SW 4th Street to SW 3rd Street (T Alley)
- Alley between SW 6th Ave and SW 5th Ave from SW 4th Street to SW 2nd Street (Two Blocks)
- Alley between SW 8th Avenue and SW 7th Avenue from SW 6th Street to SW 7th Street
- Alley between SW 7th Avenue and SW 6th Avenue from SW 6th Street to SW 7th Street
- Alley between SW 6th Avenue and SW 5th Avenue from SW 6th Street to SW 7th Street
- Alley between SW 7th Avenue and SW 6th Avenue from SW 2nd Street to SW 3rd Street

PROJECT COMPONENTS

- Topographic survey.
- Pavement design.
- Paving of unpaved alleys.
- Investigating and upgrading existing storm drain pipes, inlets and manholes.
- Investigating and upgrading existing sanitary sewers, manholes and services.
- Sidewalks and swales.
- Upgraded pedestrian ramps, sidewalks and driveways.
- Signing and pavement markings.
- Lighting – Light Emitting Diode (LED).
- Clean, video and inspect all sewer and drainage pipes.

II. SCOPE OF SERVICES

Phase I – Study and Report Phase

Not Applicable.

Phase II – Preliminary Design Phase

1. **Draft Preliminary Design Report:** Based on the results from the Pavement Analysis (included in Phase III – Final Design Phase) and the results from the Cleaning and Televising of Sewer & Drainage Lines (included in Other Services on Page 6 of this Contract), Consultant shall prepare a Preliminary Design Report summarizing the recommended infrastructure improvements for the project area. The design criterion for the alleys shall be to cross slope the new 12-foot to 16-foot wide pavement in one direction, and to peak the alley between the streets to allow flow toward the new swales that are to be constructed along the roadways. The runoff from the 12-foot cross sloped alley will be directed toward the streets by means of a 2-foot valley curb that will run the full length of the alley. The improvements shall consist of:
 - Roadway milling and/or roadway reconstruction
 - Alley Paving
 - Stormwater piping and catchbasins
 - Swales
 - Sidewalks and all Americans with Disability Act (ADA) requirements
 - Driveways
 - Sanitary sewer rehabilitation or replacement
 - Decorative Street Lighting (LED)

Four (4) copies of the draft preliminary design report shall be submitted to the City for review and comment. A preliminary construction cost shall be included in the report.

2. **Final Design Report:** Upon receipt of City comments on the preliminary design report, Consultant shall prepare the final design report and submit four (4) copies to the City and one (1) electronic PDF copy.
3. **Meetings:** Consultant shall attend preliminary design kick-off meeting and two (2) design meetings with the City and provide written meeting minutes of the items discussed.
4. **Quality Assurance:** Consultant shall provide internal Quality Assurance and Quality Control (QA/QC) reviews on the Preliminary Design Report.

Phase III – Final Design Phase

1. **Field Investigation:** Field reconnaissance of the proposed roadway and pipelines alignment shall be performed. Photograph log walk-through will be included. In addition, potential underground existing utilities will be identified.
2. **Utility Coordination:** Coordination with utility agencies (electric, phone, gas, cable TV, and City facilities) shall be performed to collect record information. This

Subtask includes reconciling apparent discrepancies between record information and existing photographic and field-verification information.

3. **Pavement Analysis:** A visual inspection of all the roadways in the project area and the *Pavement Management System Report* will be reviewed in order to determine the current pavement condition. Pavement cores will be obtained at selected locations along the roadway sections. The asphalt and baserock thickness will be reviewed, a Structural Number calculated, and compared to the Structural Number for the City's standard roadway section. Based upon this information, Consultant will provide a recommendation for each roadway segment for mill and overlay or for pavement reconstruction. This recommendation will also take into account the amount of pavement disruption required for installation of any proposed stormwater and sanitary improvements.
4. **Design Drawings:** Consultant shall prepare construction drawings which shall include: cover sheet, general notes, civil plan/profile drawings, and detail sheets conforming to the requirements of the current City of Delray Beach Minimum Construction Standards. The drawing scale shall be 1" = 20' for plan and 1" = 2' for profile. Consultant shall prepare the engineering design elements on topographic survey information prepared by Consultant's surveyor using AutoCAD Release 2016 format and available As-Built Drawings. Consultant shall coordinate with the City in order to design the infrastructure improvements in accordance with the requirements and design standards of the City. Drawings (four copies & pdf copy) shall be submitted for City review at 30% (plan view only), 60% and 100% Stages (plan/profile).
5. **Specifications:** Contract documents consisting of "front-end" documents and technical specifications shall be prepared and shall conform to City of Delray Beach Standards and the Florida Department of Transportation (FDOT) Standard Specifications for road and bridge work. Specifications (four copies & pdf copy) shall be submitted for City review at the 30%, 60% and 100% stages.
6. **Cost Estimate:** At the 30%, 60% and 100% stages, Consultant shall prepare a detailed opinion of probable construction cost based upon the level of design drawings and specifications approved by the City. The cost opinion shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. Opinion of probable construction cost (four copies & pdf copy) shall be submitted for City review at the 30%, 60% and 100% stages.
7. **Meetings:** Consultant shall attend design kick-off meeting and three (3) design meetings with the City and provide written summary of the issues discussed.
8. **QA/QC:** Consultant shall provide internal QA/QC reviews on the 30%, 60% and 100% Design Documents (e.g. drawings and specifications).

Phase IIIA – Public Outreach

1. **Coordination/Meetings:** Consultant shall coordinate and lead public stakeholder outreach meetings at the City's Environmental Services Building or Public Library. This shall include up to four meetings.
2. **Prepare Presentation Material:** Consultant shall prepare brochures and presentation material for each public outreach meeting. The City shall be responsible for mailing to the public.
3. **Prepare Mailing List:** Consultant shall identify all impacted property owners and tenants. Consultant shall prepare a mailing list of all such entities and shall update the mailing list as needed throughout the duration of the project.
4. **Project Web-Site:** Consultant shall create a design project web site that can be linked back to the City's web site. The web site shall be updated every month to provide the residents an update on the project. Note: this web-site is only for the 12-month design duration and not for construction.
5. **Social Media:** Consultant shall assist the City with any social media (i.e. twitter) during the design duration of the project.

Phase IV – Bidding/Negotiation Phase

1. **Prepare Schedule of Bid Items:** Consultant shall prepare the schedule of bid items that will be used in the City's Front-End Document.
2. **Pre-Bid Conference:** Consultant shall attend pre-bid conference.
3. **Bid Clarification:** Consultant shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. The information will be provided to the City to issue as an Addendum.
4. **Contract Award:** Consultant shall attend the bid opening and assist City in evaluating bids and proposals.
5. **Final Deliverable:** After Contract Award, Consultant shall furnish the As-Bid design drawings, one (1) set of AutoCAD (Version 2016) files and one (1) set of pdf files in electronic format on Compact Disk (CD). Consultant shall also provide one hard copy only of the Contract Documents (i.e. front-ends and technical specifications).

Phase V – Construction Administration Phase

1. **Design Support:** Consultant shall provide design support during construction activities. This includes providing drawing clarifications, assisting with answering any Request for Information (RFI's), and attending any requested meetings.

Other – Permitting

At the outset of the Design Phase, the Consultant shall meet with the appropriate permitting agencies to determine potential permitting requirements. Agencies anticipated to have jurisdiction over the project include: (1) Palm Beach County Health Department (PBCHD) for water main and gravity sewer replacement permit; and (2) South Florida Water Management District (SFWMD) for stormwater improvements.

Permit applications shall be completed as required for PBCHD and SFWMD. Associated permit application fees shall be determined by Consultant and paid by City.

- PBCHD Water Main Construction Permit and Gravity Sewer Collection System Permit.
- SFWMD General Environmental Resource Permit.

In addition to preparing the permit applications for appropriate regulatory agencies, Consultant shall assist the City in consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each of the regulatory agencies.
- Attend up to one (1) meeting with each of the regulatory agencies during review of the final permit applications.
- Respond to request(s) for additional information from each regulatory agency.

Other – Survey

Consultant shall furnish the services of a professional surveyor to provide survey services consisting of field topography and horizontal locations referenced by baseline stationing. All existing facilities and utilities within the established project limits will be referenced by baseline station with an offset distance (left or right) from baseline for the project and will include the following:

1. Topography survey at 50-foot intervals and at major ground elevation changes to depict existing ground profile at proposed project area. This shall be accomplished by creating a baseline in the field to collect pertinent data which shall include the following:
 - a. Location of all visible fixed improvements within the project limits, including physical objects, roadway pavement, railway tracks, canals, driveways, sidewalks,

curb, trees, signs, fences, power poles, buildings, and other encumbrances, including point of curvature and point of tangency.

- b. Location of all known above and below ground existing utilities: Florida power & Light (FP&L), BellSouth, Cable TV, Natural Gas, Potable Water (pipe diameter, top of pipe (TOP), valves, fire hydrants, and meters), Reclaimed Water Mains (pipe diameter, TOP and valves), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and **all** other accessible structures. This will include coordination with Sunshine and City of Delray Beach. Underground piping shall be pot-holed by City in a timely fashion.
- c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, house address, ownership lines, block numbers and dedicated easements.
- d. Elevations shall be indicated every 50 feet, at a minimum, to indicate centerline grades, edge of pavement grades, and shoulder grades, low points, railway ditch bottoms, and all right-of-way lines. Intermediate grades shall be indicated at all grade breaks, driveways and sidewalks. Sufficient grades shall be indicated on the driveways and parking areas to indicate direction of grade.
- e. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
 - The above topographical survey data will be prepared in AutoCAD (Version 2016) format at a scale of 1"=20', as one continuous file. The City of Delray Beach standard layering system shall be followed.

Other – Geotechnical

Consultant shall furnish the services of a professional geotechnical engineer to provide subsurface investigations of the project area that will include:

- Perform pavement core test (PC) in the roadways to determine the pavement condition.
- Perform standard penetration test (SPT) borings to an average depth of ten (10) feet to determine soil characteristics and ground water depths.
- Perform field permeability tests in the grass area for drainage calculations.
- Evaluate field data collected and provide geotechnical engineering evaluation report.

Other – Cleaning & Televising Sewer & Drainage Lines

Consultant shall furnish the services of a professional televising company to provide cleaning and televising of the stormwater and sanitary system in the project area. The following tasks shall be performed:

- a. The professional televising company shall furnish a Vactor truck, TV/inspection truck and crew to perform the services. Also, "Men Working" signs and traffic cones shall be placed during the cleaning and televising process.
- b. All sanitary sewer and stormwater lines in the project area will be cleaned and televised. All loose sand and debris from the systems shall be removed and disposed off-site. Consultant shall assist in the inspection of all manholes.
- c. The professional cleaning company shall make the necessary arrangement with the City for a floating hydrant meter to supply water for cleaning purposes.
- d. The professional televising company shall provide television inspection reports, manholes inspections reports and DVD's of the findings. All findings shall be reported on PACP (pipeline assessment certification program) and all video recordings shall be provided in Moving Picture Expert Group (MPEG) format.
- e. Consultant shall review the results of the cleaning and televising tasks, including review of the video recordings and review of all reports provided by the professional televising company. Consultant shall summarize a condition assessment of the gravity sewer system and stormwater system in the project area, and make recommendations regarding the appropriate method of rehabilitation and repair (lining) and/or replacement. A preliminary construction cost estimate shall be prepared for the method selected. Four (4) copies of the draft report shall be submitted to the City for review and comment. A review meeting shall be held with City staff to receive comments. Consultant shall incorporate City comments, and four (4) copies of the final report shall be submitted.

Other – Field Verification – Utility Targeting

Consultant shall furnish the services of a professional underground services company to provide subsurface utility targeting in the project area. The work shall consist of conducting a thorough electronic search for buried utility systems. The investigation will be accomplished using active and passive type utility detection gear that detects induced or naturally occurring energy fields present on conductive utilities. Field sheets will be generated that show the location, trend and configuration of utilities detected.

Other – Field Verification – Soft Digs

Consultant shall furnish the services of a professional underground services company to provide underground field locations of affected existing utilities. The work shall consist of measuring and recording the approximate horizontal location of affected utilities within the project limits. It is anticipated that approximately fifty (50) utility locations will need to be pot-holed.

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. City will provide Consultant record drawings of all available existing facilities and proposed facilities, which shall serve as the basis of design in this project. The information will be provided to Consultant within 5 calendar days of Notice-to-Proceed (NTP).
2. City personnel will assist in field verification of affected existing City facilities. This includes marking in field (in a timely manner) existing water mains, sanitary sewers & laterals, force mains, and drainage in the field for the Surveyor.
3. Consultant can assume that all existing and proposed infrastructure improvements are within City of Delray Beach rights-of-way.
4. Construction duration of 12-months is assumed.
5. City is responsible for all permitting fees, including costs of public notification in local newspapers.
6. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.
7. A single bidding effort for the project is assumed. Re-bidding of the project is considered Additional Services.
8. City will be responsible for preparation of any descriptions, sketches and acquisition of easements (including temporary construction easements) that may be required. Consultant will identify the location and dimensions of any easements or temporary construction easements required for use of the City to prepare the easement descriptions and deeds.
9. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item not currently included in this Scope of Work.
10. Contractor will be responsible for preparing Record Drawings.
11. Consultant assumes that there are no contaminated soils or groundwater in the project area.
12. Assisting the City in the settlement of construction claims is considered Additional Services.

ADDITIONAL SERVICES

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, sanitary, water, drainage improvements and lighting to the project area that are not covered under this Service Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the City Manager. The Notice-to-Proceed issued shall contain the following information and requirements:

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

III. TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written notice-to-proceed). Refer to ***Attachment A*** for the project schedule.

<u>Engineering Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Phase II – Preliminary Design Report	75 days	75 days
Survey	90 days	90 days
Phase III – Final Design ⁽¹⁾	195 days	285 days
Permitting ⁽²⁾	45 days	285 days
Phase IV – Bidding	90 days	390 days
Phase V – Construction Support	360 days	750 days

⁽¹⁾ *Geotechnical and Field Verification will be completed during Final Design Phase.*

⁽²⁾ *Permitting will overlap with 100% design time frame.*

* The schedule is based upon conducting a review meeting within 7 calendar days after the City receives the design submittal. All review comments shall be provided to Consultant within 7 calendar days after the City receives the submittal. An adjustment to the overall schedule will be required in case the review meeting takes longer to be conducted and/or obtaining comments takes longer to receive.

VI. COMPENSATION

The compensation for services provided shall be billed on an hourly basis plus reimbursable expenses for each phase of work up to the following not to exceed cost for each phase. Refer to ***Attachment B*** for budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase II – Preliminary Design Phase	\$ 20,179.00
Phase III – Final Design Phase	\$268,877.00

Phase IIIA – Public Outreach	\$ 21,437.00
Phase IV – Bidding Phase	\$ 3,792.00
Phase V – Construction Phase	\$ 19,825.00
Permitting	\$ 9,582.00
Surveying	\$ 80,430.00
Geotechnical	\$ 32,065.00
Cleaning & Televising Sewer & Drainage Lines	\$ 42,500.00
Field Verification – Utility Targeting	\$ 27,010.00
Field Verification – Soft-Digs	\$ 38,560.00
Out-of-Pocket Expenses	<u>\$ 15,000.00</u> ⁽¹⁾
TOTAL PROJECT COST	\$ 579,257.00

Notes:

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

SW 4th Street, SW 6th Street & SW 7th Avenue Improvements - Project Schedule

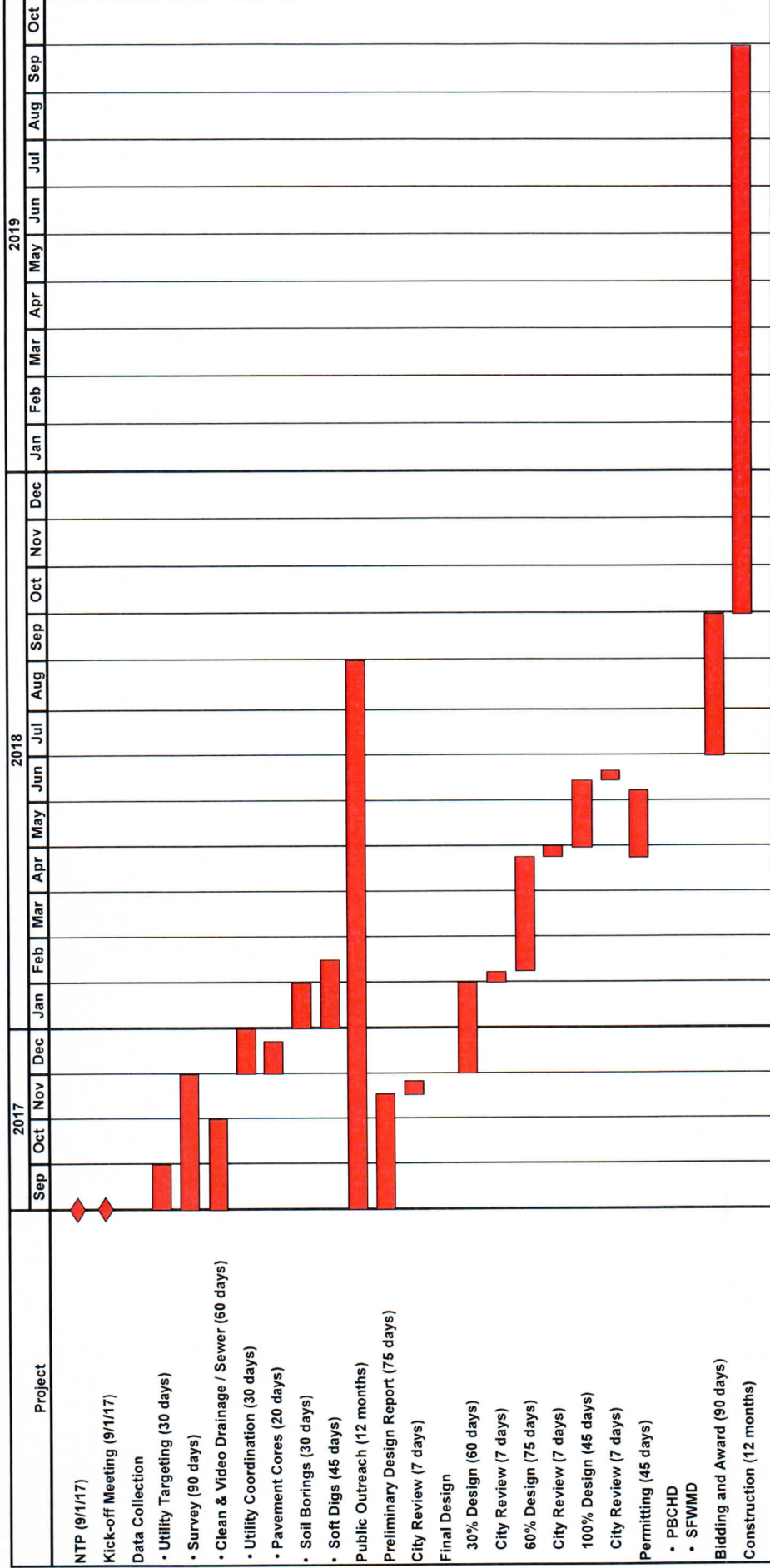


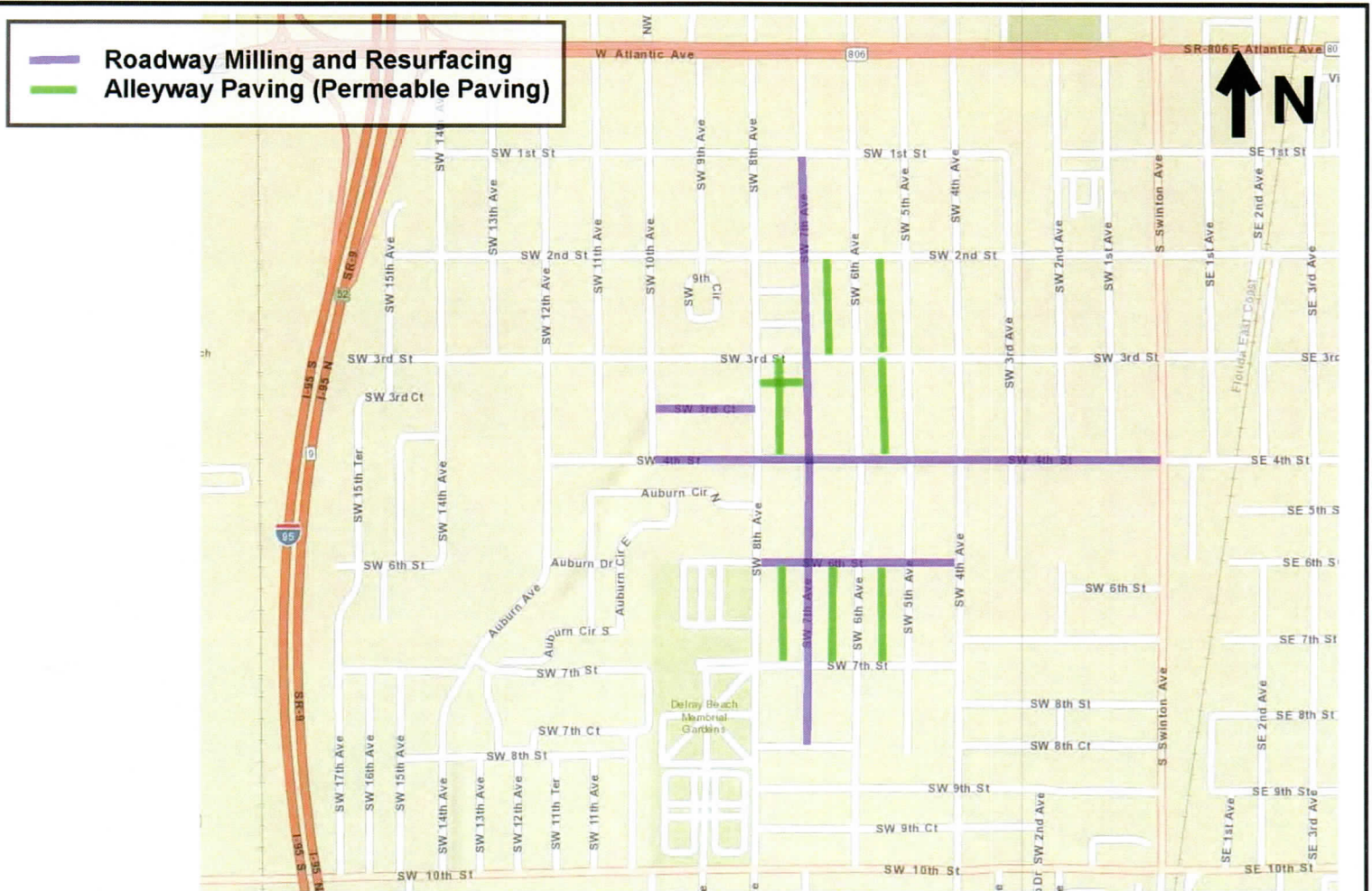
EXHIBIT B

City of Delray Beach - SW 4th Street; SW 6th Street and SW 7th Avenue

Budget Summary

Phase No	Task Description	Labor Classification and Hourly Rates											Total Labor	Sub-Consultant Services
		Principal Engineer \$170.00	Senior Engineer III/IV \$161.00	Senior Engineer VII \$140.00	Engineer III/IV \$115.00	Engineer VII \$110.00	Engineer Tech. III / IV \$120.00	CAD Technician III / IV \$115.00	CAD Technician I / II \$95.00	Clerical I/II \$70.58				
II	Preliminary Design Phase													
	Task 1.1 Preliminary Design Report (Draft)	5		25		30		16		8	\$10,055			
	Task 1.2 Preliminary Design Report (Final)	5		15		15		10		5	\$6,103			
	Task 2 Meetings (total of 1)	6		6		6				2	\$2,661			
	Task 3 Quality Assurance	8									\$1,360			
	Subtotal	24	0	46	0	51	0	26	0	15	\$20,179	\$0		
III	Final Design Phase													
	Task 1 Field Investigation	4				16					\$2,440			
	Task 2 Utility Coordination	4				12					\$2,000			
	Task 3 Pavement Analysis	25									\$4,250			
	Task 4.1 30% Design Drawings	25		70		105		200	200		\$67,600	\$10,000		
	Task 4.2 60% Design Drawings	30		80		105		200	200		\$69,850	\$15,000		
	Task 4.3 100% Design Drawings	40		20		60		100	100		\$37,200	\$15,000		
	Task 5 Specifications	25				30				10	\$8,256	\$4,000.00		
	Task 6 Construction Cost Estimate	8		20		50					\$9,660	\$3,500.00		
	Task 7 Meetings (Design Review and Utility Mtgs)	30		30		30				10	\$13,306			
	Task 8 Quality Assurance	12					20				\$4,440			
	Subtotal	203	0	220	0	408	20	500	500	20	\$219,002	\$47,500		
IIIA	Public Outreach													
	Task 1 Coordination & Meetings	20				25				3	\$6,362			
	Task 2 Prepare Presentation Materials	4				25				3	\$3,642			
	Task 3 Prepare Mailing List	3				10				2	\$1,751			
	Task 4 Project Website	5				35				2	\$4,841			
	Task 5 Social Media	5				35				2	\$4,841			
	Subtotal	37	0	0	0	130	0	0	0	12	\$21,437	\$0		
IV	Bidding Phase													
	Task 1 Prepare Schedule of Bid Items	3									\$510			
	Task 2 Attend Pre-Bid Conference	1									\$170			
	Task 3 Bid Clarification	2				4		4			\$1,240			
	Task 4 Contract Award	2									\$340			
	Task 5 Conformed Drawings	2				2		6		4	\$1,532			
	Subtotal	10	0	0	0	6	0	10	0	4	\$3,792	\$0		
V	Construction Phase													
	Task 1 Design Support	5	100					25			\$19,825			
	Subtotal	5	100	0	0	0	0	25	0	0	\$19,825	\$0		
Other	Permitting	15		40				10		4	\$9,582			
	Surveying	2				8		4			\$1,680	\$75,000		
	Geotechnical	2				1		1			\$565	\$30,000		
	Cleaning & Televising Sewer & Drainage Lines	20		25		10	25				\$11,000	\$30,000		
	Field Verification - Utility Targeting	2				5		8			\$1,810	\$24,000		
	Field Verification- Soft Digs	2				5		8			\$1,810	\$35,000		
	Subtotal	43	0	65	0	29	25	31	0	4	\$26,447	\$194,000		
	Labor Subtotal Hours	322	100	331	0	624	45	592	500	55	\$310,682	\$241,500		
	Labor Subtotal Costs	\$54,740	\$16,100	\$46,340	\$0	\$68,640	\$5,400	\$68,080	\$47,500	\$3,882				
	Labor Total Costs	\$310,682												
	Subconsultant Costs Total	\$241,500												
	Subconsultant Multiplier	1.05												
	Subconsultant Total	\$253,575												
	Reimbursable Expenses	\$15,000												
	Project Total	\$579,257												

EXHIBIT C



CITY OF DELRAY BEACH

SW4TH STREET, SW 6TH STREET, AND SW 7TH AVENUE