

**CITY OF DELRAY BEACH**

**CONSULTING SERVICE AUTHORIZATION**

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

SERVICE AUTHORIZATION NO. \_\_\_\_\_ 12-26.1 \_\_\_\_\_ FOR CONSULTING SERVICES

CITY P.O. NO. 2017-00000869 CITY EXPENSE CODE: 442-5178-536-61.82

CITY PROJECT NO. 2016-031 MATHEWS CONSULT. PROJECT NO. 161196

TITLE: Master Lift Station No. 1 Rehabilitation

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 Master Lift Station No. 1 (MLS #1) is a triplex dry-pit pump station located between S.E. 5<sup>th</sup> Avenue and S.E. 6<sup>th</sup> Avenue just south of S.E. 4<sup>th</sup> Street. The station was last rehabilitated in 1994, and the facility, with its associated mechanical/electrical components, is nearing the end of its useful service life.

The City contracted with Mathews Consulting, a Baxter and Woodman Company (MC), to provide surveying, engineering design, permitting, bidding and engineering services during construction of the proposed lift station improvements. The original scope of work estimated a construction duration of 9 months.

Due to the requirements detailed in the final design, phasing of the construction is necessary in order to keep the existing pumping facility operational while the new facility is constructed. Once the new facility is constructed, tested and put into operation, an additional 60 to 90 days is needed to demolish the existing pump building and to complete site grading and pavement improvements. This construction sequencing requires a total construction time of up to 12 months.

This scope amendment provides for an additional 105 days of construction administration services by MC for the project, for a total construction administration time of 375 days.

## **II. SCOPE OF SERVICES**

### **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.

CONSULTANT shall serve as the City's engineering representative during the course of the estimated additional 105 days construction period, for a total construction administration period of 375 days.

**Task 5.3 – Monthly Meetings:** Consultant shall attend monthly construction progress meetings (up to 3 additional) to be held at the City of Delray Beach Utility Services Department. Consultant shall prepare agenda's and shall provide a written summary of the issues discussed.

**Task 5.4 – Construction Clarifications:** Consultant shall 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.

**Item 5.5 – Construction Changes:** Prepare and negotiate Change Orders (CO) and Field Change Directives (FCD) during the additional 105-day construction period.

**Item 5.6 – Pay Estimate Review:** Review monthly payment applications (total of 3 additional) submitted in a format acceptable to the City. Consultant shall verify the quantities as represented on the pay request and make a recommendation to the City to proceed with the payment as requested, or as modified based on Consultant's review.

**Item 5.7 – Construction Schedule Review:** Consultant shall monitor the construction schedule monthly (total of 3 additional) and report to the City conditions which may cause delay in completion.

### **Item 5.10 – Review of Final Record Drawings and Final O&M Manuals**

Consultant shall review the Contractor's electronic Record Drawings for completeness (up to 3 additional submittals). Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawing files.

### **Phase VI – 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 6.1 – Resident Project Representative:** Consultant shall provide part-time (**20 hours per week**) inspections of the project during the construction of the work in a total period of not-to-exceed 105 additional 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.
- Observe all flushing and pressure testing of the pipe.
- 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.
- Activities performed under this task consist of furnishing periodic inspections during the construction of the project, to observe the quality of the construction work, and to assure that the improvements can be certified to the City and PBCHD.

## **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. Shall not exceed limitations on Consultant’s authority as set forth in the Contract Documents. Shall not undertake any of the responsibilities of Contractor, Subcontractors, or expedite the Work.
2. 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.

3. Shall not authorize Owner to occupy the Project in whole or in part.
4. 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. Part-time inspections are based on a maximum of 20 hrs/wk.
2. City personnel will provide daily inspections of the project for the time periods when Consultant's inspector is not on-site.
3. Assisting the City in the settlement of construction contract claims is considered Additional Services and is not included in this Service Authorization.

## **ADDITIONAL SERVICES**

Consultant may provide additional engineering services that are not covered under this Service Authorization. These additional services may be required due to uncertainties discovered during implementation of the scope of services.

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 V – Construction Admin.	105 additional days	375 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 B* for budget summary.

<u>Engineering Services</u>	<u>Estimated Fees</u>
Phase V – Construction Administration Phase	\$ 5,899.34
Phase VI – Resident Project Representative Phase	\$ 26,745.00
Out-of-Pocket Expenses	<u>\$ 200.00 <sup>(1)</sup></u>
<b>TOTAL PROJECT COST</b>	<b>\$ 32,844.34</b>

*Notes:*

<sup>(1)</sup>*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: \_\_\_\_\_

\_\_\_\_\_  
Mark Lauzier, City Manager

\_\_\_\_\_  
Rene Mathews, P.E., Vice President

\_\_\_\_\_  
Witness

Attest:

\_\_\_\_\_  
R. Max Lohman, City Attorney

\_\_\_\_\_  
City Clerk

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_day of \_\_\_\_\_, 2017 by Rene 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 \_\_\_\_\_ and (did/did not) take an oath.

\_\_\_\_\_  
Signature of person taking  
Acknowledgement

## Master Lift Station #1 - Construction Services

Project	2018												2019				
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
NTP Construction (April 1, 2018)				◆													
Construction (375 days)																	





## ATTACHMENT B

### City of Delray Beach Master Lift Station #1 Rehabilitation - Amendment No.1

#### Budget Summary

Phase No.	Task Description	Labor Classification and Hourly Rates								
		Principal Engineer \$166.40	Senior Engineer \$144.86	Engineer II \$118.84	Construction Manager \$118.22	Inspector \$89.15	Senior Eng. Technician \$115.13	Clerical \$70.58	Total Labor	Sub-Consultant Services
<b>V</b>	<b>Construction Management Services</b>									
5.3	Monthly Meetings & General Admin		2		15				\$2,063.02	
5.4	Construction Clarifications		2		6				\$999.04	
5.5	Construction Changes				6				\$709.32	
5.6	Pay Estimate Review				6				\$709.32	
5.7	Construction Schedule Review				6				\$709.32	
5.10	Record Drawings & O&M Manuals				6				\$709.32	
	<b>Subtotal</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>45</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$5,899.34</b>	
<b>VI</b>	<b>Resident Project Representative Phase</b>									
6.1	RPR Services					300			\$26,745.00	
	<b>Subtotal</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>\$26,745.00</b>	
	Labor Subtotal Hours	0	4	0	45	300	0	0	<b>\$32,644.34</b>	<b>\$0.00</b>
	Labor Subtotal Costs	\$0.00	\$579.44	\$0.00	\$5,319.90	\$26,745.00	\$0.00	\$0.00		
	<b>Labor Total Costs</b>	<b>\$32,644.34</b>								
	Subconsultant Costs Total	\$0.00								
	Subconsultant Multiplier	1.1								
	<b>Subconsultant Total</b>	<b>\$0.00</b>								
	Reimbursable Expenses	\$200.00								
	<b>Project Total</b>	<b>\$32,844.34</b>								