

CONSULTING WORK ASSIGNMENT
WORK ASSIGNMENT
BETWEEN
THE DELRAY BEACH
COMMUNITY REDEVELOPMENT AGENCY
AND
CALVIN, GIORDANO & ASSOCIATES, INC.

This Consulting Work Assignment is entered into this ____ day of _____, 2018, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **CALVIN, GIORDANO & ASSOCIATES, INC.**, hereinafter referred to as "CONSULTANT".

W I T N E S S E T H:

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for Professional Contracting Services dated June 23, 2016, the "Original Agreement"; and

WHEREAS, the CRA and the CONSULTANT are authorized to enter into Work Assignments in order to provide for additional services to be provided by the CONSULTANT for the CRA, pursuant to the Original Agreement; and

WHEREAS, the CRA and the CONSULTANT desire to enter into this Work Assignment in order to provide for the CONSULTANT to provide additional services pursuant to the Original Agreement, except a modified herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the CRA and the CONSULTANT agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.

2. The CRA authorizes the CONSULTANT to perform additional services as provided in this Work Assignment for the following CRA Project (the "Project"):

NE 3rd Street Streetscape (NE 3rd Avenue updates, Artist's Alley Improvements from NE 3rd Street to NE 4th Street)

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONSULTANT to provide the

Scope of Services as described in **Exhibit "A"**, to this Work Assignment, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on **Exhibit "A"**, to this Work Assignment, which is attached hereto and incorporated herein by reference.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in **Exhibit "A"** to this Work Assignment, which is attached hereto and incorporated herein by reference, no later than twenty-eight (28) days after the CRA executes this Work Assignment. Any additional extensions are subject to the execution of a written amendment to this Work Assignment approved by the CRA's Executive Director.

6. This Work Assignment is approved contingent upon the CRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase or as encompassed in the Original Agreement, as may have been amended by any prior Work Assignments entered into between the CRA and the CONSULTANT. If the CRA, in its sole discretion, is unsatisfied with the services provided in the previous phase, or prior Work Assignment, the CRA may terminate the Original Agreement without incurring any further liability.

7. The CONSULTANT may not commence work on any Work Assignment, including this Work Assignment, approved by the CRA, without a further notice to proceed issued in writing by the CRA Executive Director, or his authorized representative.

8. The Original Agreement, as may have been modified by prior Work Assignments, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Work Assignment as of the day and year indicated above.

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SIGNATURE PAGE TO FOLLOW

ATTEST:

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

By: _____
Jeff Costello, Executive Director

BY: _____
Shelly Petrolia, Chair

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS AGREEMENT
AS TO FORM:

General Counsel

CONSULTANT:

CALVIN, GIORDANO & ASSOCIATES, INC.

BY: _____
(Signature)

(Print Name and Title)

Attest:

Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
)ss:
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____ as _____ of _____ named in the foregoing agreement and that he/she acknowledged executing the same in the presence of two subscribing witnesses freely and

voluntarily under authority duly vested in him/her by said _____ and
that the Corporate seal affixed thereto is the true corporate seal of said Corporation.

Witness my hand and official seal in the County and State last aforesaid this _____
day of _____, 2018.

NOTARY PUBLIC

Printed Name

My Commission Expires:

EXHIBIT “A”
**FINALIZE DESIGN AND ADJUST CONSTRUCTION DRAWINGS FOR NEW
PROJECTS AND INCLUSION OF ALLEY IMPROVEMENTS**

I. PROJECT DESCRIPTION

The project is generally located in the Pineapple Grove Arts District of Delray Beach, Florida, as shown in the attached exhibit. The Scope of Services will be to adjust the streetscape design in coordination with new project site plans which are proposed throughout this corridor. The new projects are located at 325 N.E. 3rd Avenue, 324 N.E. 3rd Avenue, 214 N.E. 4th Street. In addition, survey work to identify as-built conditions for the alley side of the Bedner’s Market site and the Arts Warehouse. The permeable paving design for the alley will be added back into the bid documents; however, the East side of the alleyway had proposed landscape, irrigation and site lighting. These elements shall be omitted from the project. It is assumed the CRA will coordinate with the applicants of the new developments and obtain CADD files for each of the projects. CGA will adjust the handicap access per the new plans, and revise the paving layout, the grading, drainage, striping, planting and irrigation and electrical engineering plans to correlate with the proposed or new conditions. This will require changes on the Typical Sections, Plan Sheets, Detail Sheets, Cross Section Sheets and the quantity estimates and pay items. For the projects which about the alleyway, the design revisions will address the proposed access from the buildings. This proposal does not include any SPRAB applications and SPRAB approval will not be sought for this project.

This project will be performed as additional service to Delray Beach project #11-024 for NE 3rd Street Streetscape.

II. SCOPE OF SERVICES

Phase I – Study and Report Phase

Study and Report Phase Services are not included in this Work Assignment.

Phase II – Preliminary Design Phase

Preliminary Design Phase Services are not included in this Work Assignment.

Phase III – Final Design Phase

1. Consultant shall update survey of to reflect the as-built conditions in the project area where new structures and services have been constructed since the CGA survey was originally completed. This shall include the area around the Art Warehouse and Bedner’s Market. Updates to the existing survey will locate updated utilities and potential conflicts where the new pavers in Artist alley will be installed, as well as updates near the intersection of NE 4th Street and NE 3rd Avenue.

2. Consultant shall update project drawings to incorporate necessary updates to facilitate developments proposed by others along NE 3rd Avenue. It is assumed the CRA will coordinate with the applicants of the new developments and obtain CADD files for each of the projects. This shall include ADA access to proposed developments, revisions to the parking areas, utility connections, grading, drainage, striping, and hardscape design. The LA scope included the adjustments to the site plan. Note that for the alley all planting and irrigation sheets will be omitted.
3. Consultant will update project drawings to re-incorporate the previously omitted sheets for the permeable paving design and grading and associated details for Artist's Alley. Consultant will update previously prepared drawings to reflect changes made to the project area since the Alley was removed from the project scope, including grading updates, tie-ins to roadways and ensure that the pavers ensure positive drainage to existing drainage basins. Consultant will also tie-in paver bricks of alley design into proposed development at 325 NE 3rd Avenue to ensure proper drainage and access. The East and West sides of the alley which contained planting, irrigation and site lighting will be omitted from this scope and will not be included in the bid documents.
4. Coordination with FPL to include the FPL LED pedestrian scale lights on the west side of the alley shall be provided by the CRA.
5. Consultant will update drawings to incorporate updated easements in the area.
6. Consultant shall coordinate with City staff to secure any updated information that may be available regarding the City's facilities in the project area including as-builts and service maps.
7. Consultant shall update previously prepared Landscape Architecture plans:
 - Coordination of existing utilities and proposed demolition plans
 - Tree Disposition plans (modification to the Tree Disposition was necessary due to the site plans that have been developed prior to this contract being bid)
 - Hardscape locations and materials and ADA access
 - Landscape locations and materials (modification to planter areas due to the re-design of the parking and driveways and altered paving designs which have impacted the layout)

8. After CRA approval is obtained, Consultant shall modify the existing construction drawings for the sidewalks, alley paving, and changes to the landscaping plans which shall include:
 - Cover Sheet
 - Topographic Survey
 - Paving, Grading and Drainage Plans and Details
 - Electrical Engineering
 - Landscape Architectural Plans and Details
 - Irrigation Plans and Details
9. Plans shall be consistent with the current City of Delray Beach Minimum Construction Standards. Plans shall be prepared at 1" = 20' or larger.
10. Consultant shall provide internal QA/QC reviews on the 100% Design Documents (drawings, specifications, and cost estimates, as appropriate).
11. Consultant shall upon acceptance of the 100% plans provide 100% design drawings and one (1) set of AutoCAD (version 2009 or lower) files in electronic format (*.DWG and *.PDF) on CD. Specifications and Front-end documents shall be provided in electronic (*.PDF and *.DOC) format.
12. Contract documents consisting of "front end" documents and technical specifications shall conform to City of Delray Beach Standards and FDOT Standard Specifications for road and bridge work. Specifications (four copies) shall be updated to include alleyway updates along with any changes for updates for the proposed developments.

Phase IV – Bidding/Negotiating Phase

Bidding/Negotiating Phase Services are included in the base contract and are not included in this Work Assignment.

Phase V – Construction Administration

Construction Phase Services are not included in this Work Assignment and shall be negotiated under an Amendment to this Authorization if requested by the City or the CRA.

Other – Permitting

Permitting Phase Services are included in the base contract and are not included in this Work Assignment.

Other – Surveying

Surveying Phase Services are to be included in these services to obtain the as-built conditions for the Art Warehouse, the alleyway adjacent to the Bedner's site.

III. TIME OF PERFORMANCE

The completion dates for the work will be as follows (starting at written notice-to-proceed). Refer to Attachment A – Project Schedule.

<u>Phase of Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Phase III – Final Design	4 Weeks	4 Weeks

Notes:

1. Schedule is based on review meeting with CRA and the City occurring with 1 week of receipt of submittal. The schedule will have to be adjusted if the review times are longer. A condition of this schedule is that CGA will receive the CAD files for the above-mentioned site plans prior to beginning this work.

IV. COMPENSATION

Engineering Services	Hourly Not to Exceed Fees
Phase I – Study and Report Phase	N/A
Phase II – Preliminary Design Phase	N/A
Phase III – Final Design Phase	\$26,815.31
Phase IV – Bidding/Negotiating Phase	N/A
Phase V – Construction Administration	N/A
Other – Permitting	N/A
Other – Surveying	\$3,182.44
Other – Geotechnical	N/A
Other- Structural Engineering	N/A
Other – Field Verification	N/A
Other – Title Work	N/A
Out-of-Pocket Expenses	N/A

Total Project Cost	<u>\$29,997.75</u>
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