

CONSULTING WORK ASSIGNMENT

WORK ASSIGNMENT BETWEEN

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

AND

BAXTER & WOODMAN, INC. d/b/a MATHEWS CONSULTING, a BAXTER & WOODMAN COMPANY

This Consulting Work Assignment is entered into this ____ day of ____, **201__**, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, hereinafter referred to as "CRA" and **BAXTER & WOODMAN, INC. d/b/a MATHEWS CONSULTING, a BAXTER & WOODMAN COMPANY** hereinafter referred to as "CONSULTANT".

WITNESSETH:

WHEREAS, the CRA and the CONSULTANT previously entered into an Agreement for Professional Contracting Services dated **July 1, 2016**, the "Original Agreement"; and

WHEREAS, the CRA and the CONSULTANT previously entered into a 1st Amendment to the Original Agreement dated August 25, 2016 to transfer the Original Agreement from Mathews Consulting, Inc. to the name of the new corporation Baxter & Woodman, Inc., d/b/a Mathews Consulting, a Baxter & Woodman Company.

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 as 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:

Block 17 and Block 63 Alley Improvements – Construction Administration

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 on 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 one hundred and twenty (120) calendar days after the City's issuance of a Notice to Proceed to the selected contractor. Should the project completion be delayed through no fault of the CONSULTANT, CONSULTANT shall submit a written request for an extension from the Executive Director of the CRA of up to sixty (60) days. The Executive Director shall approve or deny the request solely in his discretion. CONSULTANT must obtain approval from the CRA Board for an extension that shall exceed sixty (60) days.

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 CONTRACTOR. 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.

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
Shelly Petrolia, Chair

Approved as to form:

CRA General Counsel

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

The foregoing instrument was acknowledged before me this ____ day of _____, 201_, by _____, Chair of the Delray Beach Community Redevelopment Agency who is personally known to me or has/have produced _____ as identification.

Notary Public

My Commission Expires: _____
Print Name

CONSULTANT:

BAXTER & WOODMAN, INC.

BY: _____
(Signature)

Aaron Cutler, Vice President

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 Aaron Cutler as Vice President of Baxter & Woodman, Inc. 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 Baxter & Woodman, Inc. 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 _____, 201__.

NOTARY PUBLIC

Printed Name

My Commission Expires:

EXHIBIT A

“Block 17 and Block 63 Alley Improvements – Construction Administration”

I. PROJECT DESCRIPTION

- 1.1 The City and Community Redevelopment Agency (CRA) are working together to improve the alleys in Block 17 (between NW 3rd St and NW 4th St) and Block 63 (between SW 2nd St and SW 3rd St); including swale improvements along NW 4th St and NW 3rd St.

These projects include the construction of a new alley on Block 17 and 63 of Delray Beach, Florida furnishing all labor, materials, equipment, incidentals and appurtenances for the installation of new pavement section, curbing, drainage, swale grading and sodding. Construction also includes clearing, grubbing and disposal, dewatering, pavement markings, and signage. Refer to attached Location Map.

The Scope of Services for this Work Assignment will be to perform Construction Administration Services during the construction phase of the project.

- 1.2 Additional Professionals working on the project under contract to the CONSULTANT include: None

II. SCOPE OF SERVICES

PART I – Design Development

Not Applicable

PART II – Construction Documents

Not Applicable

PART III – Permitting

Not Applicable

PART IV - Bidding Assistance

Not Applicable

PART V – Construction Administration

CONSULTANT shall provide construction phase services in accordance with Article 3.E of the Agreement for Engineering Services with the City, dated July 1, 2016 (Refer to Attachment B).

Task 5.1 - Preconstruction Conference

Consultant shall attend a preconstruction conference with representatives of City, CRA, Contractors and major subcontractors for the construction contract. Consultant shall prepare, in writing, agenda for the meeting and Consultant shall provide written meeting minutes.

Task 5.2 – General Administration

Consultant shall provide general construction administration as required for the Work Assignment. This includes coordination with the City, CRA, and Contractor on a weekly basis. This subtask also includes reviewing Contractor As-Built drawings.

Task 5.3 – Shop Drawing Review

Consultant shall receive, log, and review Shop Drawings and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 20 submittals (total, which includes submittals, and re-submittals, if required) is included in the budget. Consultant will review and return submittals to City, with copy to the CRA, and Contractor within seven (7) to ten (10) calendar days of receipt.

Review and approval of the Contractor's submittals is not an assumption of liability. Consultant is not responsible for Contractor's construction means and methods, on-site safety, sequencing and phasing, quality assurance, maintenance of traffic or pollution prevention. The purpose of the review is to confirm that the Contractor's plans are in accordance with the Contract Documents.

Task 5.4 – Bi-Monthly Meetings

Consultant shall attend bi-monthly construction progress (up to 8) meetings to be held at a location to be determined by the Delray Beach CRA. Consultant shall prepare agendas and shall provide a written summary of the issues discussed.

Task 5.5 – Pay Estimate Review/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 and the CRA conditions which may cause delay in completion. This includes a review of four (4) Pay Applications, including re-submittals.

Task 5.6 – Contractor RFI's

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 five (5) business days.

Task 5.7 – Construction Observations

Consultant shall conduct periodic on-site inspections as required to respond to Contractor RFI, review and process Change Orders, verify Contractor Pay Review/Schedule Review, and at key points throughout construction to ensure compliance with the contract documents.

Task 5.8 – Review & Process Change Orders

Consultant shall provide services in connection with preparing change orders to reflect changes to the construction project, limited to minor changes as requested by Contractor.

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).

Task 5.10 – Project Close-Out Documentation

Consultant shall prepare and submit all required project close-out documentation and issue final letter of acceptance to the City with copy to the CRA.

Task 5.11 – Preparation & Distribution of Public Notices

Consultant shall prepare, print and distribute door hanger notifications to inform residents abutting the project about the construction activities to include but not limited to schedule, utility outages, and recommended alternate traffic patterns. Notifications shall be provided in English, Spanish, and Creole. Presentation and/or attendance at the public meetings is not included.

PART VII – Additional Services

Consultant shall provide additional engineering services relating to the provision construction administration to the project area that are not covered under this Work Assignment. 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 CRA's Executive Director or designee. The Notice-to-Proceed issued shall contain the following information and requirements:

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

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 the CRA in writing of the magnitude of the required adjustments. Changes in completion schedule or compensation to Consultant will be negotiated with the CRA.

1. The Contract Documents will be included as part of the contract agreement between the City of Delray Beach and the Contractor. No pre-purchase of materials and/or equipment is presumed.
2. The construction duration is 120 calendar days.
3. Deviations from the Final Design Drawings will be compiled by the Contractor and electronically incorporated onto the drawings files. Four (4) sets of final signed and sealed RECORD drawings by a Florida Registered Surveyor (and the drawings in Autocad.dwg and .pdf formats) will then be submitted by the Contractor to the City with copy to the CRA.
4. Assisting the City or the CRA in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services.

III. BUDGET

The compensation for services provided shall be billed on an hourly basis plus reimbursable expenses for each phase of work in accordance with Section 4 of the Original Agreement, 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	\$ 21,409.00
Out-of-Pocket Expenses	\$ 350.00 ⁽¹⁾
TOTAL PROJECT COST	\$ 21,759.00

Notes:

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

IV. COMPLETION DATE

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 Administration	120 days	120 days