

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 201____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and Baxter & Woodman, Inc. d/b/a Mathews Consulting, a Baxter & Woodman Company, an Illinois corporation (hereafter referred to as "Contractor") authorized to do business in the State of Florida, whose address is 477 S. Rosemary Avenue, Suite 330, West Palm Beach, Florida 33401.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2019-029, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor 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 specifications set forth in the City's Request for Qualifications No. 2019-029 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which is specially incorporated herein by reference and further detailed in Exhibit A, "Project Description."

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit B, "Fee Estimate" according to the terms and specifications of the referenced solicitation.

ARTICLE 4. 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 hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager

- ii. with a copy to: City of Delray Beach
 200 NW 1st Street
 Delray Beach, Florida 33444
 Attn: City Attorney

- iii. As to the Contractor: Mathews Consulting, a Baxter & Woodman Company
 477 S. Rosemary Avenue, Suite 330
 West Palm Beach, Florida 33401
 Attn.: Rebecca Travis, Vice President, Florida Division
 Manager

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. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

[SEAL]

CITY OF DELRAY BEACH, FLORIDA

By: _____
Neal de Jesus, Interim City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

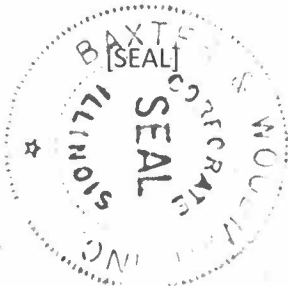
By: _____
Lynn Gelin, City Attorney

CONTRACTOR

By: Rebecca Travis

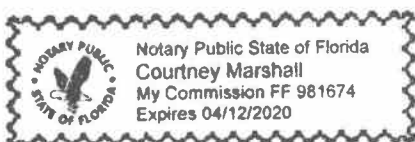
Rebecca Travis
Printed Name

Vice President
Title



STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 30 day of April, 2019, by Rebecca Travis, as Vice Present (name of officer or agent, title of officer or agent), of Baxter & Woodman, Inc. (name of corporation acknowledging), an Illinois (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.



Courtney Marshall
Notary Public – State of Florida

CITY OF DELRAY BEACH

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd

Agreement for Construction Engineering & Inspection Services

I. PROJECT DESCRIPTION

This Service Authorization provides CEI services for the construction of Phase 3 of the NE 2nd Avenue / Seacrest Beautification project. The NE 2nd Avenue / Seacrest Beautification projects initiated in response to the requests from the Del Ida Park Neighborhood Community for a more aesthetically pleasing streetscape that addressed pedestrian and bicyclist safety along a main corridor leading directly into downtown Delray Beach. The City of Delray Beach and Delray Beach CRA have acknowledged the need for beautification and other necessary improvements through the development of the Seacrest/Del-Ida Park Neighborhood Plan, which was adopted by the City Commission on March 3, 1998. The City's Bicycle/Pedestrian Plan, as well as the Transportation Planning Agency (TPA)(formerly called the Metropolitan Planning Organization (MPO) Master Comprehensive Bicycle Transportation Plan, also recommends the provision for bicycle facilities along the NE 2nd Avenue corridor. As a result, the Seacrest Beautification projects were initiated to provide for and/or increase the use of pedestrian and bicycle facilities, while creating an appropriately improved streetscape within a highly visible neighborhood.

The NE 2nd Avenue / Seacrest Beautification construction projects are both City and federally funded through the Florida Department of Transportation (FDOT) Local Agency Program. The project evolved into four phases. Phase 0 limits are from Lake Ida to NE 8th Street / George Bush Boulevard and construction was completed December 2016. Phase 1 limits are from NE 8th Street/George Bush Boulevard to NE 13th Street; Phase 2 limits are from NE 13th Street to NE 22nd Street; and Phase 3 concludes the project, starting at NE 22nd Street and ending at Gulfstream Boulevard.

II. SCOPE OF SERVICES

Phase I – Construction Administration

Consultant shall provide CEI services as identified and further detailed below:

Task 1.1 – Constructability Field Review

CEI shall conduct a field review of the Design Drawings to determine if there are any constructability issues or conflicts not shown and address these items prior to construction. CEI will coordinate a meeting with City and Engineer of Record to discuss any discovered issues and recommendations to resolve.

Task 1.2 - Preconstruction Conference

CEI shall prepare the agenda and facilitate the pre-construction conference with the City's Awarded Contractor and City staff. CEI will coordinate with all associated Permitting Agencies to attend the meeting. CEI will prepare and issue written minutes of meeting.

Task 1.3 – Submittal Review

CEI 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 100 submittals (total, which includes submittals and re-submittals, if required) is included in the budget for submittal review. CEI will review and return submittals to City and Contractor within 14 days of receipt.

Task 1.4 – Progress Meetings

CEI shall attend construction progress meetings with the City and Contractor every 2-weeks and provide an agenda and written summary of the issues discussed. Project meetings will be conducted by the Construction Manager with the Resident Project Representative also in attendance depending on work activities. Following the meeting, the Construction Manager will prepare and distribute meeting minutes to the City and other attendees. Meetings will be held at the City facilities. Twelve (12) progress meetings are included in the budget for this task.

Task 1.5 – Pay Estimate Review

CEI shall review monthly payment applications (total of 6) 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 CEI review. A 6-month construction period is assumed for budgeting this task.

Task 1.6 – Construction Schedule Review

CEI shall monitor the construction schedule monthly and report to the City conditions which may cause delay in completion. If Schedule slippage is identified, the CEI will notify the Contractor in writing and request the Contractor to provide a recovery plan.

Task 1.7 - Construction Clarifications

CEI shall respond in writing to Contractor's Request for Information (RFI) regarding the design documents. Consultant shall coordinate with Design Engineer as required to issue design 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 in a timely manner.

Task 1.8 – Construction Claims and Changes

CEI shall Prepare and negotiate City requested or Contractor initiated Change Orders (CO) and Work Change Directives (WCD) as required during the 6-month construction period.

CEI will also review and respond to all Contractor Delay Claims or Requests for Compensation, and respond per the Contract Documents.

Task 1.9 – Quality Assurance Program

CEI shall develop a QA Plan and furnish the QA Plan to the Construction Project Manager for notification. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement.

CEI shall maintain all necessary records for QA Plan compliance and initiate QA Plan Review to make any necessary revisions during the Construction Project.

Task 1.10 – Material Sampling and Verification Testing

CEI Shall Track and oversee Contractor's Testing Lab for all specified Material Sampling and Testing and verify Chain of Custody. CEI shall also review signed and sealed reports from testing agencies for compliance.

When required by the Specifications or deemed necessary by the City, the CEI shall provide Testing Lab for Verification Purposes.

Task 1.11 - Certification of Construction Completion

CEI shall notify the City, FDOT and Contractor in writing once the Project is deemed to meet Contract Completion milestones. CEI shall certify based on visible project features inspections, and review of testing reports that the project was constructed in accordance with the Plans & Specifications, and all Permit Conditions.

Task 1.12 - Substantial and Final Inspections

In conjunction with City staff, CEI shall make preliminary and final inspections and assist in the preparation of a Project Completion "punch list" to achieve Final Completion. CEI shall review completion of identified punch list items to assist in the determination that Final Completion has been achieved by the Contractor. CEI shall advise the City and provide formal notice to the Contractor once Final Acceptance of the project has been reached in accordance with the Contract Documents.

Item 1.13 – Record Drawings

CEI shall review monthly progressive as-built record drawings from the Contractor and provide comments to achieve the Final Set of Asbuilt Record Drawings upon Final Completion.

Item 1.14 – FDOT LAP Administration

CEI shall provide full LAP Administration services for the duration of the Construction Contract, including all necessary LAP Closeout Procedures. CEI shall maintain all required records for FDOT Lap Compliance and upload to LAPIT as Required.

CEI shall conduct LAP Administration compliance review meetings with City and FDOT as required following Bi-Monthly Progress Meetings.

Phase II – Inspection Services

Consultant shall provide a full-time (40 hours/week) Inspector during the construction (assumed 6-months) of the work (for a total of 1,056 hours) for the construction contract. Activities performed by Consultant under this task consist of furnishing an Inspector during the construction of the project, to observe the quality of the construction work, and to determine, in general, if the construction is proceeding in accordance with the contract documents so that an engineering certification can be made regarding the construction of the proposed improvements.

The Inspector shall:

- Serve as Consultant's liaison with construction contractor, working principally through the contractor's superintendent and assisting him in understanding the intent of the contract documents.
- Conduct on-site observations of the work in progress to assist in determining if the work is proceeding in accordance with the contract documents and that completed work conforms to the contract documents. Consultant's Project Manager shall report, in writing to the City, 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 permit 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 the City, in writing. CEI's Construction Manager shall make recommendation for action by the City.
- Review Contractor's As-Built Record Drawing information on a monthly basis to confirm proper updates are being made.
- Assist the Contractor in coordinating all required materials and density testing, as required by the Construction Documents.

- Inspector shall work with the Contractor and develop a Daily Pay Item Quantity Sheet (based on the approved Schedule of Values) to be reviewed and accepted each day agreeing to the quantities of Schedule of Value items installed.

LIMITATIONS OF AUTHORITY

Limitations of Inspector Authority. Except upon written instructions from the City, Inspector:

1. Shall not exceed limitations on CEI's authority as set forth in the Contract Documents.
2. Shall not undertake any of the responsibilities of Contractor, Subcontractors or CEI Construction Manager, or expedite the Work.
3. Shall not 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.
4. Shall observe and oversee but not participate in specialized field or laboratory tests.

Phase III – Public Outreach

CEI shall lead two (2) public outreach meetings one (1) with City and CEI Team and one (1) with the City's Awarded Contractor at the City's Swinton Operation Center. This task shall include preparing meeting notifications, brochures and presentation material for the meetings.

CEI shall develop and update Project Website and Social Media Site for updates on the Construction Progress on a routine basis.

CEI shall administer a Project Hotline and Resident's Concern Log to administer items for the Contractor to address and track the status of resolution on all items. The City will be updated by the CEI Team at each progress meeting for the duration of the project.

The CEI will provide a Public Information Representative to provide services to keep the community aware of the status and traffic impacts of the referenced project. With approval from the City's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. CEI's Representative shall produce and distribute all publications (letters, door hangers, mail notifications to homeowners (including postage), flyers, brochures and news releases to the public) necessary for this construction contract. Prior to release, the City's designee will approve all responses, letters, news releases and the like.

Phase IV – Drone Services

CEI shall supply Drone for aerial video and photographs to be taken prior to commencement of construction and monthly thereafter. CEI shall provide up to twelve aerial photographs to reflect the construction operations and progress of the work. Photographs and Video shall be clean, sharp, and clearly show details. The Video provided shall be capable of 1080P HD. The shutter speed for Photographs shall be such that all motion is eliminated. The Drone Video and photographs shall be reviewed by the CEI Construction Project Manager prior to distribution to City.

ADDITIONAL SERVICES

Surveying Services

CEI Team shall provide a State Licensed Surveyor to check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:

- Make and record measurements necessary to calculate and document quantities for pay items.
- Make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project.
- Perform incidental Engineering Surveys for compliance with City, State, and Americans with Disabilities Act (ADA) regulations.

III. TIME OF PERFORMANCE

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

<u>CEI Services</u>	<u>Time per Phase</u>
Phase I – Construction Admin	8 months
Phase II – Inspection Services	6 months
Phase III – Public Outreach	8 months
Phase IV – Drone Services	7 months
Additional Services	as needed

VI. COMPENSATION

The compensation for CEI 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 *Fee Estimate* attachment for budget summary.

<u>CEI Services</u>	<u>Estimated Fees</u>
Phase I – Construction Administration	\$ 53,710.00
Phase II – Inspection Services	\$ 106,130.00
Phase III – Public Outreach	\$ 31,198.00
Phase IV – FDOT LAP Administration	\$ 13,450.00
Survey Services	\$ 13,494.00
Drone Services & Equipment Costs	\$ 12,130.00
Geotechnical Services	\$ 10,496.20
Direct Expenses	\$ 1,500.00 ⁽¹⁾
TOTAL PROJECT COST	\$ 242,108.20

Notes:

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

Fee Estimate
City of Delray Beach
Seacrest Blvd from NE 22nd Street to Gulfstream Blvd - Phase 3 CEI Services

TASK DESCRIPTION / ACTIVITY	CLASSIFICATION AND RATES									
Payroll	Principal	Senior Engineer	Engineer II	Construction Manager	Inspector	Admin. Support			Total	Total
Classification										
Contract - Hourly Rates	Engineer	Project Engineer	Public Outreach	Construction Admin.	Inspector	Clerical			Work Hours	Labor Costs
	\$170.00	\$165.00	\$130.00	\$118.00	\$90.00	\$70.00				
PHASE 1 - CONSTRUCTION ADMINISTRATION	40.00	20.00	15.00	340.00	0.00	22.00			437.00	\$53,710.00
PHASE 2 - CEI INSPECTION SERVICES	0.00	10.00	0.00	80.00	1056.00	0.00			1146.00	\$106,130.00
PHASE 3 - PUBLIC OUTREACH	20.00	20.00	95.00	86.00	16.00	8.00			245.00	\$31,198.00
PHASE 4 - FDOT LAP Coordination	0.00	10.00	0.00	100.00	0.00	0.00			110.00	\$13,450.00
Total Workhours	60.00	60.00	110.00	606.00	1072.00	30.00			1938.00	\$204,488.00
Sub-Total Dollars	\$10,200	\$9,900	\$14,300	\$71,508	\$96,480	\$2,100				\$204,488.00
Consultant										\$204,488.00
Survey Services										\$13,494.00
Drone Services & Equipment Costs										\$12,130.00
Subconsultant - Terracon (Geotechnical Materials Sampling and Testing)										\$10,496.20
Direct Expenses (Direct Reimbursables, Flyers, Door Hangers, etc.)										\$1,500.00
Total Dollars*										\$242,108.20

*Hours of work are esimated and may not represent the actual hours required to complete the project