



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

AMENDMENT NO. 1 TO
SOLICITATION NO. RFQ 2017-042
CONSTRUCTION, ENGINEERING & INSPECTION FOR AREA 12C
RECLAIMED WATER EXPANSION

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

**CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
CONSTRUCTION, ENGINEERING & INSPECTION FOR AREA 12C RECLAIMED WATER
EXPANSION**

THIS AMENDMENT NO. 1 to Construction, Engineering & Inspection for Area 12C Reclaimed Water Expansion dated October 19, 2017 by and between City of Delray Beach, a municipal corporation of the State of Florida and Baxter & Woodman, Inc. DBA Mathews Consulting, a Baxter & Woodman Company (“Consultant”) a Florida corporation authorized to do business in the State of Florida, is entered into this ____ day of ____, 20____.

WITNESSETH:

WHEREAS, on October 19, 2017, the City entered into an agreement with Consultant for Construction, Engineering & Inspection (“CEI”) services for services related to construction engineering and inspection for Area 12C Reclaimed Water (the “Project”);

WHEREAS, the Project was due to be substantially complete as of November 7, 2018;

WHEREAS, due to delays, the actual substantial completion date for the Project was January 18, 2019;

WHEREAS, the construction delays resulted in the need for an extension to complete CEI services for the Project;

WHEREAS, a change order in the amount of \$43,000 was necessary to extend the CEI services;

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Exhibit “A,” Reclaimed Water Expansion—Area 12 C Construction Management,” of the Agreement is replaced in its entirety with a new Exhibit A, attached hereto and incorporated herein.
3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City and Consultant hereto have set their hands and corporate seals on this _____ day of _____, 20____.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY: _____
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

CONSULTANT

By: _____

Printed Name

Title

(SEAL)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ (name of officer or agent, title of officer or agent), of _____ (name of corporation acknowledging), a _____ (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

Notary Public – State of _____

EXHIBIT A

RECLAIMED WATER EXPANSION-AREA 12C CONSTRUCTION MANAGEMENT

I. PROJECT DESCRIPTION

The City of Delray Beach has adopted a Reclaimed Water Master Plan (RWMP), (prepared by Mathews Consulting, Inc., October, 2003) which identifies areas of service for the City's new reclaimed water system. The purpose of the RWMP is to serve as a planning document from which a reclaimed water system can be developed in phases as capital improvements are budgeted and scheduled through a designated time frame.

The first project identified for implementation in the RWMP was "Area 1" and was placed in operation in 2005. The second project(s) identified for implementation in the RWMP were "Area 2" and "Area 3" and they were placed in operation in 2006. The third project identified for implementation in the RWMP was "Area 4" and was placed in operation in 2008. The fourth project identified for implementation was "Area 11". The Area 11 RWS was broken into Area 11A and Area 11B. The Area 11A RWS was placed in operation in late 2009 and the Area 11B RWS was placed in operation in August 2011. The fifth project identified for implementation was "Area 12". The Area 12 RWS will be broken into Area 12A (Phase 1 & 2), Area 12B and Area 12C. The Area 12A (Phase 1) was placed in operation in August 2013. The Area 12A (Phase 2) was placed in operation in August 2014. The Area 12B was placed in operation in 2016.

This Service Authorization provides construction administration services and full-time inspection services (40 hrs/week) for the Area 12C project. The project area consists of Lewis Cove, Brooks Lane, White Drive, Rhodes Villa Avenue, Del Haven Drive and S.R.

A.I.A. (from Linton Blvd. to Casuarina Rd.).

II. SCOPE OF SERVICES

Phase I- Study and Report

Not Applicable.

Phase II- Preliminary Design Phase

Not Applicable.

Phase III- Final Design Phase

Not Applicable.

Phase IV - Bidding/Negotiation

Not Applicable.

Phase V - Construction Administration Phase

Task 5.1 - Public Outreach Meeting

Consultant shall lead a public stakeholder outreach meeting at the City's Environmental Services Building or Public Library. This shall include preparing brochures and presentation material for the meeting.

Task 5.2 - Preconstruction Conference

Consultant shall prepare the agenda and facilitate the pre-construction conference with selected Contractor and City staff. Prepare and issue written minutes of meeting.

Task 5.3-Submittal Review

Consultant shall receive, log, and review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. Review of up to 75-100 submittals (total, which includes submittals and re-submittals, if required) is included in the budget for submittal review. Consultant will review and return submittals to City and Contractor within 7 to 10 days of receipt.

Task 5.4-Bi-Weekly Meetings

Consultant 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. Following the meeting, the Construction Manager will prepare and distribute meeting minutes (within 24 to 36 hours after meeting) to the City and other attendees. Meetings will be held at the City facilities. Twenty-four (24) progress meetings are included in the budget for this task.

Task 5.5 - Pay Estimate Review

Consultant shall review monthly payment applications (total of 12) 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 review. A 12-month construction period is assumed in budgeting this task.

Task 5.6 - Construction Administration

Consultant's Construction Manager shall provide all construction administration required for the Contract. The Construction Manager will also visit the project site an average of 8 hours a month for the twelve (12) month construction time frame.

Item 5.7 - Construction Schedule Review

Consultant shall monitor the construction schedule monthly and report to the City conditions which may cause delay in completion.

Item 5.8 - 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 one week.

Item 5.9 - Construction Changes

Consultant shall Prepare and negotiate Change Orders (CO) and Field Change Directives (FCD) during the 12-month construction period.

Item 5.10 - Certification of Construction Completion

Consultant shall certify to PBCHD, FOOT and SFWMD based on visible project features inspections, and review of testing reports that the project was constructed in accordance with the plans and specifications submitted in the permit applications. Certification will also include that water services were properly pressure tested and bacteriologically sampled to allow a "request for release of facilities to be placed into service" to be filed with the PBCHD. It is assumed that up to 5 partial releases and one final release will be prepared for PBCHD.

Task 5.11 - Substantial and Final Inspections

In conjunction with City staff, Consultant shall make preliminary and final inspections and assist in the preparation of a Contractor "punch list" to achieve Substantial Completion. Consultant shall review completion of identified punch list items to assist in

the determination that Substantial Completion has been achieved by the Contractor. Consultant shall advise the City that Final Acceptance of the project has been reached in accordance with the Contract Documents.

Item 5.12-Record Drawings

Consultant shall review monthly as-builts from the Contractor. The Contractor shall prepare final Record Drawings at the completion of the project.

Item 5.13-Grant Assistance

SFWMD and FDEP Grants. Consultant shall prepare any and all necessary Grant information for the Compliance with any and all SFWMD and FDEP Grants (e.g., financial reports, quarterly reports).

Item 5.14-Create WebSite

Consultant shall create a project web site that can be linked back to the City's web site. The web site will describe the specifics of the overall project and provide emergency numbers.

Item 5.15- Update WebSite (every 2-weeks)

Consultant shall update the web site every 2-weeks to provide the residents an update on the project and provide locations of upcoming work.

Phase VI-Resident Project Representative Phase

Item 6.1-Inspections

Consultant shall provide a full-time (40 hours/week) Resident Project Representative (RPR) during the construction (assumed 12-months) of the work in a total period of not-to-exceed 264 working days (for a total of 2,112 hours) for the construction contract. Activities performed by Consultant 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 is proceeding in accordance with the contract

documents so that an engineering certification can be made regarding the construction of the proposed improvements.

The RPR 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 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 the City, in writing. Consultant shall make recommendation for action by the City.
- Review Contractor As-Built information on a monthly basis to confirm proper updates are being made.
- Observe, approve and certify all flushing and pressure testing of the piping.
- Assist the Contractor in coordinating all required density testing, etc. as required by the Construction Documents.
- RPR shall work with the Contractor and develop a Daily 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 RFP Authority. Except upon written instructions of Consultant, RFP:

1. Shall not exceed limitations on Consultant's authority as set forth in the Contract Documents.
2. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
3. Shall not issue directions relative to any aspect of the means, methods, techniques,

4. sequences or procedures of construction unless such is specifically called for in the Contract Documents.
5. Shall observe but 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. The Contract Documents will be prepared as a single contract. No pre-purchase of materials and/or equipment is presumed.
2. The construction duration is 360 calendar days.
3. Full-time inspections are based on a maximum of 40 hrs/week.
4. Assisting the City in the settlement of construction contract claims is considered Additional Services and is not included in this Scope of Services

ADDITIONAL SERVICES

Consultant shall provide additional engineering services relating to the provision of surveying, geotechnical, sanitary, water, reclaimed water, and drainage improvements 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:

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.

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>Engineering Services</u>	<u>Time per Phase</u>	<u>Cumulative Time</u>
Phase V -Construction	360 days	360 days
Phase VI -Resident Project Representative	360 days	360 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 VU, 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	\$ 81,945.00
Phase VI –RPR Services	\$ 190,080.00
Out-of-Pocket Expenses	\$ 3 000.00 (I)
Change Order	<u>\$ 43,000.00</u>
TOTAL PROJECT COST	\$ 318,025.00

Notes:

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

