

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 2020, 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., 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. 2019-051, 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. 2019-051 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 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

City of Delray Beach
RFQ No, 2019-051
CEI SERVICES
FOR OSCEOLA PARK NEIGHBRHD. IMPRV.
Project No. 16-095
Exhibit A to Resolution No. 40-20

- 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: Baxter & Woodman, Inc.
477 S. Rosemary Avenue, Suite 330
West Palm Beach, Florida 33401
Attn.: David Mathews, Executive Vice President
Florida Operations

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

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

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City of Delray Beach
RFQ No. 2019-051
CEI SERVICES
FOR OSCEOLA PARK NEIGHBRHD. IMPRV.
Project No. 16-095
Exhibit A to Resolution No. 40-20

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

CITY OF DELRAY BEACH, FLORIDA

By: _____
Shelly Petrolia, Mayor

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney



BAXTER & WOODMAN, INC.

By: _____
Aaron Cutler
Printed Name
Vice President
Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of February, 2020 by Aaron Cutler (name of person), as Vice President (type of authority) for Baxter & Woodman, Inc. (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced _____



Notary Public – State of Florida

CITY OF DELRAY BEACH

Osceola Park Neighborhood Improvements – Phase 1

Agreement for Construction Engineering & Inspection Services

I. PROJECT DESCRIPTION

This Service Authorization provides Construction Engineering & Inspection (CEI) services for the construction of Osceola Park Neighborhood Improvements – Phase 1. The construction work covered under this project comprises: approximately 810 LF of potable water main improvements; approximately 4,345 LF of drainage improvements; approximately 13,030 LF of sanitary sewer improvements; approximately 10,125 LF of roadway reconstruction; approximately 16,875 LF of roadway mill and overlay; approximately 4,350 LF of alleyway improvements; signage and pavement marking improvements; curbing, sidewalk, and driveway improvements; decorative LED lighting improvements (installed by FP&L); and landscaping and irrigation improvements for the City of Delray Beach. Construction also includes clearing and grubbing, dewatering, MOT, complying with permit conditions, ADA-compliance, swale development, flushing, testing & disinfection and all restoration required. The work is located in the City of Delray Beach and Florida Department of Transportation (FDOT) rights-of-way. The project will be constructed in two (2) phases per plans.

SCOPE OF SERVICES

Phase 1 – 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 with the Awarded Contractor to determine if there are any constructability issues, conflicts not shown, or any Contractor proposed cost saving changes. The intent will be to address these items prior to construction. CEI will coordinate a meeting with the 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 Bi-Monthly. CEI shall conduct One (1) Formal Progress Meeting per month with an agenda and written summary of the issues discussed, and One (1) Field Mid-Month Progress Meeting conducted by CEI's Senior Inspector. Formal Monthly Progress meetings will be conducted by the Construction Manager with the Inspector's also in attendance depending on work activities. The Formal Monthly Progress Meetings will be held at the City facilities. Eighteen (18) total progress meetings are included in the budget for this task.

Task 1.5 – Pay Estimate Review

CEI shall review monthly payment applications (total of 9) 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 255-day 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 that 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 255-day construction period.

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

Task 1.9 – Quality Assurance (QA) 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 Tracking & Oversight

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.

Task 1.11 - Certification of Construction Completion

CEI shall notify the City 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 General Conformance 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 – FPL & Utility Pole Company Service Relocation Coordination

CEI shall provide a representative to coordinate with FPL and all other associated Utility Company Owners for relocation of Overhead Utilities to new FPL Pole locations. CEI Representative shall attend City/FPL Coordination Meetings.

CEI shall also monitor Contractor's Baseline and Updated Construction Schedules to verify that the Utility Service Relocations do not impact the Contractor's work sequence, and notify the City and Contractor when and if the relocation work conflicts with the Contractor's schedule.

Item 1.15 – FPL Decorative Lighting Coordination

CEI shall coordinate with FPL and their Contractor for installation of Decorative Lighting. The CEI will monitor the planned installation schedule for FPL's Contractor, along with the City's Contractor, and identify any issues that may cause delays with either party. The CEI will meet on a monthly basis with the City and FPL's Representatives to discuss coordination for scheduling the installation of Decorative Lighting along proposed work areas to minimize impacts to the Contractor's Approved Schedule.

CEI has not included scope or hired a licensed Electrical Engineer for technical inspections or certification, or any form of acceptance for the FPL Decorative Lighting installation. CEI also does not have scope, or hired a licensed Electrical Engineer for testing of Electrical Lighting Infrastructure for FPL Decorative Lighting. CEI has not included scope or hired a licensed Electrical Engineer for measuring Light Level Readings after installation by FPL's Contractor. These tasks will be up to the Utility Owner (FPL) and City's Permitting Department.

Item 1.16 – Coordination of Property Easements or Land Acquisitions

CEI shall assist the City with coordination or administration of documents for pending property easements or land acquisitions being obtained.

CEI shall provide scope for Survey Group to provide any necessary boundary surveys or issue any Legal Sketches needed for Property Easements or Land Acquisitions.

Phase 2 – Inspection Services

CEI shall provide Two (2) Full Time Inspectors during construction of the work for the construction contract (255-day construction period). The Inspectors shall be full-time (40 hours/week) for the entire 255 day construction period for each a total of 1,248 hours.

Activities performed by Consultant under this task consist of furnishing Inspectors 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 Inspectors 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 Construction 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.

- Inspectors 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.
- Coordinate with FPL's Contractor for installation of Decorative Lighting.

LIMITATIONS OF AUTHORITY

Limitations of Inspectors 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 3 – Public Outreach

CEI shall lead two (2) public outreach meetings: one (1) with the 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 the 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 an "in house" 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.

CEI shall conduct Monthly Progress Meetings with Osceola Park Residents at a location to be determined. CEI will discuss general construction progress, upcoming planned work activities, construction schedule changes, and all resident concerns. These meetings will be held in the evening time each month. Seven (7) Resident Monthly Progress Meetings are included in the budget for this task.

Phase 4 – Drone Services

CEI shall supply “in-house” Drone Services for aerial video and photographs to be taken prior to commencement of construction and at 3-month intervals thereafter. CEI shall provide up to three (3) sets of progress video and aerial photographs to reflect the construction operations and progress of the work. Costs for this work shall be a Unit Price per Flight (\$5,000.00 per Flight).

Photographs and Video shall be clean, sharp, and clearly show details. The Video provided shall be recorded in 1080P High Definition (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’s Construction Manager prior to distribution to City.

ADDITIONAL SERVICES

Surveying Services

CEI Team shall provide an “in-house” State Licensed Surveyor to check or establish the survey control baseline(s) along with sufficient baseline control points and benchmarks at appropriate intervals along the project in order to:

- General Allowance to perform incidental Engineering Surveys for compliance with City, State, and Americans with Disabilities Act (ADA) regulations (\$6,400.00).
- General Allowance for any permits, additional inspections requiring survey including Public Outreach Right of Way/Landscape Removal Coordination (\$15,704.00).
- General Allowance for conducting Property Easement or Land Acquisition Boundary Survey Legal Sketch & Descriptions. It is assumed up to 30 properties for Land Acquisition Boundary Surveys Legal Sketch & Descriptions (\$15,600.00)

FPL Lighting and Utility Owner Coordination City - Controlled Contingency Allowance

For Phase 2 FPL Lighting and Utility Owner Coordination Pole Relocations, there is a separate Contingency Allowance established in the amount of \$25,000.00. This City Controlled Contingency Allowance is for additional costs to cover Phase 2 project area field coordination with FPL Contractor, FPL & Utility Owner meetings, public outreach along phase 2, or any other services related to Phase 2 FPL Lighting and Utility Owner Coordination for Pole Relocations.

This amount is a “Not to Exceed” cost for the above listed work scope, and will only be utilized if the work is extended beyond the phase 1 contract construction duration. Any related costs above this amount or any additional services not listed above will need to be separately negotiated between the City and CEI.

II. TIME OF PERFORMANCE

The completion dates for this work will be as follows (starting at written Notice-to-Proceed or Purchase Order). Refer to Attachment A.

<u>CEI Services</u>	<u>Time per Phase</u>
Phase I – Construction Admin	12 months
Phase II – Inspection Services	9 months
Phase III – Public Outreach	12 months
Phase IV – Drone Services	4 flights
Additional Services	As needed

III. COMPENSATION

The compensation for CEI services provided shall be billed on either a Lump Sum or 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	\$ 83,229.00 (LS)
Phase II – Inspection Services	\$ 233,563.00 (NTE)
Phase III – Public Outreach	\$ 62,212.00 (LS)
Phase IV – FPL Lighting/Utility Owner Coordination	\$ 30,744.70 (LS)
Survey Services (Allowance)	\$ 37,704.00 (Allowance)
Phase 2 City Controlled Contingency (Allowance)	\$ 25,000.00 (Allowance)
Drone Services & Equipment Costs	\$ 20,000.00 (NTE)
Direct Expenses	\$ 3,500.00 ⁽¹⁾
TOTAL PROJECT COST	\$ 495,952.90

Notes:

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

