




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

AMENDMENT NO. 2 TO
RFQ 2019-029 CONSTRUCTION ENGINEERING AND INSPECTION
SERVICES FOR THE SEACREST BLVD. FROM NE 22ND STREET TO
GULFSTREAM BLVD. PHASE 3 CONSTRUCTION PROJECT

BAXTER & WOODMAN, INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 2 TO
CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR THE SEACREST BLVD.
FROM NE 22ND STREET TO GULFSTREAM BLVD. PHASE 3 CONSTRUCTION PROJECT

THIS AMENDMENT NO. 2 to Consulting Agreement for Construction Engineering and Inspection Services for the Seacrest Blvd. from NE 22nd Street to Gulfstream Blvd., Phase 3 Construction Project dated June 4, 2019 by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Baxter & Woodman, Inc. (hereinafter referred to as "Contractor") an Illinois corporation, authorized to do business in the State of Florida, is entered into this  day of November, 2020.

WITNESSETH:

WHEREAS, on June 4, 2019, the City entered into an agreement with Baxter & Woodman, Inc. for general consulting services for Construction Engineering and Inspection Services for the Seacrest Blvd. from NE 22nd Street to Gulfstream Blvd., Phase 3 Construction Project (hereinafter referred to as the "Agreement"); and

WHEREAS, on September 30, 2020, the Interim City Manager approved Amendment No. 1 to the Agreement adding additional construction, engineering, and inspection services and additional time for performance in the estimated not to exceed amount of \$32,928; and

WHEREAS, the City desires to further amend the Agreement to add additional construction, engineering, and inspection services and additional time for performance in the estimated not to exceed amount of \$55,186, for a total estimated amount of \$330,222 as stated in Composite Exhibit "A", attached hereto and incorporated herein; and

WHEREAS, the parties seek to amend the Agreement to include Composite Exhibit "A", and

WHEREAS, Contractor agrees to provide the additional construction, engineering, and inspection services in accordance with the terms and conditions of the Agreement.

NOW, THEREFORE, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. The Agreement is hereby amended to include the attached Composite Exhibit "A," as a new Exhibit "D" to the Agreement.
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. 2 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 Contractor hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson
Katerri Johnson, City Clerk

BY: Shelly Petrolia
Shelly Petrolia, Mayor

Approved as to form for legal sufficiency:

Lynn Gelin
Lynn Gelin, City Attorney

BAXTER AND WOODMAN, INC.

By: Rebecca Travis
Rebecca Travis, P.E.
Printed Name
Executive 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 5 day of October, 2020 by Rebecca Travis (name of person), as Executive 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 —



Courtney Marshall
Notary Public - State of Florida

CITY OF DELRAY BEACH

Seacrest Blvd from NE 22nd Street to Gulfstream Blvd

Contract Amendment #2

I. PROJECT DESCRIPTION

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.

The City approved the initial Service Authorization for Baxter & Woodman (B&W). To provide CEI services for the construction of Phase 3 of the NE 2nd Avenue / Seacrest Beautification project.

The Construction Contract was awarded to Rosso Site Development. Prior to construction the Construction Contract was extended due to FDOT Bike Lane Material Change and the Contractor's proposal to provide a Total Road Reconstruction in lieu of Cold-in-Place Asphalt Reclamation as Designed. B&W worked with all parties to prepare and process the above changes.

Amendment 1 to this Contract extended CEI services for 30 days past the current Contract Completion.

As part of B&W Project Scope, we have monitored the Construction Progress for the extent of the project. Based on the Contractors schedule dated 09/16/20, we estimate that the Contractor will be 90 to 120 Days beyond the current Contract Completion. Based on this estimate we will require another funding increase through this Amendment #2 to extend our CEI Services for the estimated 90 to 120 Days beyond the current Contract Completion.

Refer to the following pages for our approved scope of services, and the following section VI for a summary of Time & Fees associated with this Amendment #2.

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. AMENDMENT #2 TIME & COMPENSATION

TIME

Amendment #2 extends the time of this agreement as follows:

- Construction Administration to December 01, 2020
- Inspection services to November 15, 2020.

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	\$ 21,047.00
Phase II – Inspection Services	\$ 34,139.00
Phase III – Public Outreach	\$ 0.00
Phase IV – FDOT LAP Administration	\$ 0.00
Survey Services	\$ 0.00
Drone Services & Equipment Costs	\$ 0.00
Geotechnical Services	\$ 0.00
Direct Expenses	\$ 0.00 ⁽¹⁾
TOTAL PROJECT COST	\$ 55,186.00

Notes:

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

CITY ATTORNEY OFFICE - LEGAL REVIEW CHECKLIST

Name of Agreement: Amendment 2 to Agreement with Baxter and Woodman re CEI services for Seacrest Phase 3

Department: Public Works

Contact person: Ilyse Triestman

City Manager approval ☐

City Commission approval ☒

Agenda item #: 20-868

Agenda meeting date: 11/10/20

Resolution #: N/A

Agreement Action:

New ☐

Renewal ☐

Amendment ☒

*Renewal: Only change is the agreement term

*Amendment: For changes other than/in addition to term

Does the Contractor require the City to sign first?: No

For City Attorney Use only:

Agreement Terms:

Comments/Specific Provision in Agreement

Term (Duration of Agreement)	From execution until project completion
Termination Clause	RFQ: Paragraph 28: convenience, 29: default, 30: fraud/misrepresentation
Renewal Clause	n/a
Insurance	City standard
Indemnification	City standard
Assignment	RFQ: Paragraph 22: written approval required
Fiscal Funding Requirement	RFQ: Paragraph 66.
FL. Public Records Provision (2016)	RFQ: Paragraph 50
Inspector General Provision	RFQ: Paragraph 32
Governing Law	Florida
Venue	Palm Beach County
Attorney's fees	RFQ: Paragraph 42, each bears own

Business Principles:

Comments

Fees: Total Value	\$242,108.20 + \$32,928.00 (Amendment1) + 55,186.00 (Amendment2) = \$330,222.00
Fees: Per Fiscal Year	

Other Issues:

Comments

Non-Negotiable Issues/ Miscellaneous Issues/ Special Considerations	Amendment 2 to add additional services for \$55,186.00 and additional time for services.
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Consistent with applicable policies including, but not limited to, Procurement policies. Yes ☒

Attorney: Kelly Brandon, Esq.

Reviewed and approved as to form and legal sufficiency only