



20 N. Swinton Avenue
Delray Beach, FL 33444

7C
Agenda Item #
March 22, 2018

~ CRA BOARD SUMMARY ~
**SECOND AMENDMENT TO WORK ASSIGNMENT -
CALVIN, GIORDANO & ASSOCIATES, INC. - SW NEIGHBORHOOD ALLEYS**

At the June 23, 2016 CRA Board meeting, the Board approved the Work Assignment ("WA") between the CRA and Calvin, Giordano & Associates, Inc. ("CGA"), one of the CRA's Consultants/Engineers on a Continuing Contract Basis, for the design of the SW Neighborhood Alleys Project at a cost not to exceed \$125,838.54. The scope of work primarily consists of the design of five (5) alleys located east of SW 14th Avenue from SW 3rd Street to SW 2nd Street, from SW 4th Street to SW 3rd Street between SW 12th Avenue and SW 11th Avenue, and from SW 4th Street to SW 1st Street between SW 10th Avenue and SW 11th Avenue, a distance of three blocks. The services included the design, statement of probable cost, project specifications, permitting, bidding assistance, and construction administration.

At the February 23, 2017 meeting, the Board approved the First Amendment to the Work Assignment with CGA to modify the scope of work to deactivate the existing water main within the alley, west of SW 10th Avenue, from SW 4th Street to SW 3rd Street and install a new eight inch (8") WM in the swale area along SW 10th Avenue, increasing the cost by \$22,818.11 for a total not to exceed \$148,656.65.

CGA completed and submitted the plans for the five (5) alleys and the water main on May 26, 2017. Due to utility conflicts, the project advertisement was delayed. Said conflicts are still being coordinated with the utility providers. In an effort to expedite the project, a decision was made to separate and advertise for bids, two (2) of the five (5) designed alleys, along with the relocation of the water main on SW 10th Ave. This was done because there are less utility conflicts in these two (2) alleys and a workaround was possible. The project was advertised on December 12, 2017, with a bid submittal deadline of January 24, 2018. The contract award is tentatively scheduled for City Commission approval in April 2018.

The completion date as stated in the WA for CGA to complete the scope of services, excluding the construction of the project, was no later than 336 days after the CRA issued the written notice to proceed on June 2, 2017. CGA is still providing services related to the WA and therefore an updated time for completion of the Consultant's services as described in the WA is required.

The Second Amendment to the WA being presented for the Board's consideration, provides for an extension of time up to and including June 2, 2019, for the completion of the Scope of Services. This amendment includes a provision for the Executive Director to grant a time extension, provided that the budget amount is not exceeded.

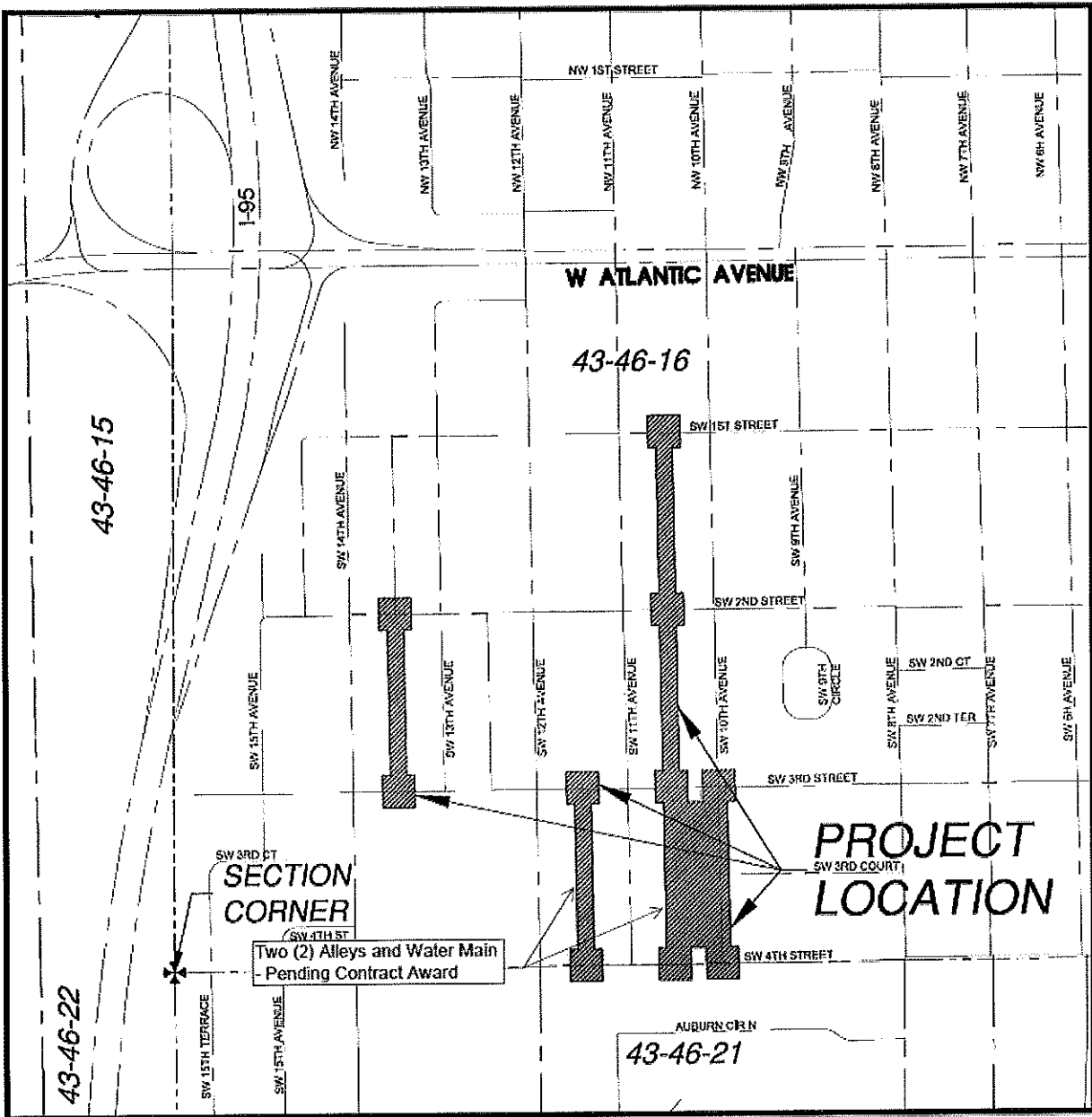
Recommended Action:

Approve the Second Amendment to the Work Assignment with Calvin, Giordano & Associates, Inc. to provide for an extension of time up to and including June 2, 2019.

Submitted By: Kevin Matthews, Project Manager

Attachments: Location Map; Second Amendment to Work Assignment with Calvin, Giordano & Associates, Inc.

LOCATION MAP



LOCATION MAP

SCALE: Not to Scale
 CITY OF DELRAY BEACH, PALM BEACH COUNTY, FLORIDA
 SECTION: 16 TOWNSHIP: 46S RANGE: 43E



**SECOND AMENDMENT TO THE WORK ASSIGNMENT
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY
AND
CALVIN, GIORDANO & ASSOCIATES, INC.**

THIS SECOND AMENDMENT TO THE WORK ASSIGNMENT ("Second Amendment") is made and entered into as of the ___ day of _____, 2018, *nunc pro tunc*, June 2, 2017, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and CALVIN, GIORDANO & ASSOCIATES, INC. (hereinafter referred to as "Consultant").

WITNESSETH:

WHEREAS, the CRA and the Consultant previously entered into an Agreement for Professional Contracting Services dated June 23, 2016, the "Original Agreement"; and

WHEREAS, the CRA and the Consultant entered into a Work Assignment on June 23, 2016, to provide for the Consultant to provide professional engineering services related to the paving, grading, and drainage of specific alleys within the Southwest Neighborhood within the CRA's Community Redevelopment Area (the "Work Assignment"); and

WHEREAS, on February 23, 2017, the CRA and Consultant entered into a First Amendment to the Work Assignment to provide for additional services associated with the Work Assignment, and a revised time for completion of Consultant's services (the "First Amendment"); and

WHEREAS, the CRA and Consultant desire to enter into this Second Amendment in order to establish an updated time for completion of the Consultant's services as described in the Work Assignment, and to provide an agreed upon process for the approval of any changes to the budget for the Consultant's services.

NOW THEREFORE, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.
2. That the CRA and the Consultant agree to provide for the completion date for Consultant's services to be on or before June 2, 2019. Any further extensions of time shall require the written approval of the CRA's Executive Director.

3. That the CRA and the Consultant agree to that in the event there are any revisions to the Budget, that the revisions to the Budget will require the approval of the CRA Board of Commissioners.

4. That except as amended herein, the CRA and Consultant ratify, approve and reaffirm the terms of the Original Agreement and the Work Assignment, as amended by the First Amendment, and the Original Agreement and the Work Assignment, as amended by the First Amendment shall remain in full force and effect, except as amended herein.

5. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment to the Work Assignment, and the Work Assignment, the terms and provisions of this Second Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to the Work Assignment on the date first written above

**DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____
ANNETTE GRAY, CHAIR

ATTEST:

JEFF COSTELLO, EXECUTIVE DIRECTOR

**CONSULTANT:
CALVIN, GIORDANO & ASSOCIATES, INC.**

BY: _____
Signature

Print Name and Title

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 _____ as _____ of _____ 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 _____ 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 _____, 2018.

NOTARY PUBLIC

Printed Name

My Commission Expires