

**Town of Highland Beach**  
**Baxter & Woodman, Inc. (B&W)**  
**September 28, 2023, Revised October 17, 2023**  
**(B&W) Project # 0220507.60**  
**Task Order No. 23**  
**Lift Station No. 3 Rehabilitation – Construction Services Agreement**

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## **Background**

Baxter & Woodman, Inc. (B&W) has completed design of the Lift Station No. 3 Rehabilitation project and has completed all services in Task Order No. 23 dated April 26, 2022. B&W provided our analysis and bid recommendation on August 30<sup>th</sup>, 2023. The Florida Department of Environmental Protection, via grant LPA0539, has provided the Town of Highland Beach (TOWN) with funds for the Lift Station No. 3 Rehabilitation project. The TOWN has requested B&W to provide services during construction, part time inspection services, and grant administration assistance.

## **Scope of Services**

B&W has previously prepared the Contract Documents for the project and the TOWN now requests B&W to provide a Construction Services Authorization CSA to perform general construction services and grant administration assistance during the construction of the proposed improvements.

The Scope of Services consists of the following three (3) tasks:

- Task 1 – General Services During Construction
- Task 2 – Resident Project Representative (RPR) Services (Part Time)
- Task 3 – Grant Administration Assistance

### **Task 1: General Services During Construction**

#### **1. Pre-Construction Conference**

B&W shall prepare an agenda and conduct pre-construction conference with the selected Contractor and TOWN staff. B&W shall also prepare an agenda, conduct the meeting, and issue written minutes of meeting to all attendees. A total of 6 hours is budgeted for this task.

#### **2. General Administration**

B&W shall provide general construction administration for the duration of the project. The Contractors construction schedule is 12 months to Final Completion. We anticipate months during the construction schedule in which no work will be performed requiring construction administration therefore, our hourly estimation is based on 8 hours a month for 8 months. A total of 65 hours is budgeted for this task.

### **3. Submittal Review**

B&W and our electrical subconsultant Electrical Design Associates (EDA) shall review Shop Drawing and Product submittals for general conformance with the design intent and provisions of the Contract Documents. B&W will submit reviewed shop drawings/submittals to TOWN for their records. A total of 20 hours is budgeted for B&W for this task.

### **4. Monthly Meetings**

B&W shall attend construction progress meetings monthly and provide a written summary of the construction issues discussed. Project meetings will be conducted by the Construction Manager with the Resident Project Representative also in attendance. Meetings shall be held at TOWN facilities. Following the meeting, the Construction Manager will prepare and distribute meeting minutes to the TOWN and other attendees. Nine (9) progress meetings, 4 hours per meeting which includes preparation and meeting minutes. A total of 36 hours is budgeted for this task.

### **5. Payment Application and Schedule Review**

B&W shall review Contractor's monthly payment applications and contractor's construction schedule submitted in a format acceptable to the TOWN. Based on onsite observations as an experienced and qualified professional and on review of Contractor applications for payment and accompanying data and schedules, B&W shall determine the amounts owing to the Contractor and recommend, in writing, payments to Contractor in such amounts. This also includes monitoring the construction schedule monthly and reporting to the TOWN conditions, which may cause delay in completion. A 12-month construction period is assumed.

### **6. Construction Clarifications**

B&W shall respond in writing to Contractor's Request For Information (RFI) regarding the design documents. Ten (10) RFIs is assumed for this task for 2 hours each. A total of 20 hours is budgeted for this task.

### **7. Periodic Field Inspections/Startup**

B&W and EDA representatives will be in attendance for the startup(s) of equipment. Startup(s) are to be scheduled by the contractor. Time associated with station start up is estimated at a maximum of 8 hours. A total of 8 hours is budgeted by B&W for this task.

### **8. Substantial and Final Inspection**

In conjunction with TOWN staff, B&W and EDA representatives shall make preliminary and final inspections and prepare a "punch list" upon Substantial Completion when notified

by the Contractor. Review completion of the identified punch list items to determine that Final Completion of the work has been achieved by the Contractor. B&W shall be involved with the project through Contractor Closeout and advise the TOWN when Final Acceptance of the project has been reached in accordance with the Contract Documents. A total of 8 hours for B&W has been budgeted for this task.

## **9. Certification of Construction Completion (Grant Requirement)**

B&W shall certify to TOWN, Grant Agencies, and Regulatory Authorities based on visible project features, B&W's inspections, and a review of testing reports that the project was constructed in accordance with the Plans and Specifications as submitted in the permit applications. A total of 2 hours has been budgeted for this task.

### **Task 2: Resident Project Representative Services**

B&W shall provide a part-time (average 20 hours/week) RPR during the field-construction (assume 16 weeks of field inspection services) of the project for a total of 320 hours. Activities performed under this task consist of furnishing an RPR to observe the construction to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion.

Through standard, reasonable means, Engineer will become generally familiar with observable completed work. If the Engineer observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and Owner to address. Engineer shall not supervise, direct, control, or have charge or authority over any contractor's work, nor shall the Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the site, nor for any failure of any contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the contract documents, which contractor is solely responsible for its errors, omissions, and failure to carry out the work. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or any other person, (except Engineer's own agents, employees, and consultants) at the site or otherwise furnishing or performing any work; or for any decision made regarding the contract documents, or any application, interpretation, or clarification, of the contract documents, other than those made by the Engineer.

Part-Time Field Observation provides that the Resident Project Representative will make intermittent site visits to observe the progress and quality of Contractor's executed Work. Part-Time Field Observation does not guarantee the Engineer will observe or comment on work completed by the contractor at times the Resident Project Representative is not present on site. Such visits and observations by the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of Contractor's Work in progress or to involve detailed inspections of Contractor's Work in progress beyond the responsibilities specifically assigned to

Engineer in this Agreement and the Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment as assisted by the Resident Project Representative, if any.

Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work.

### **Task 3: Grant Administration Assistance**

B&W shall provide grant administration assistance one hour a month for the duration of the project (12 months to Final Completion). Sub-tasks to include meetings with grant agencies, monthly grant update reporting requirements, site visits and any other requirements of LPA0539. Applicable grant reporting documentation shall be provided by B&W to the TOWN for the Town's submittal to the Grant Agency. RPR services will be required in conjunction with grant assistance to provide construction certification of completion services. A total of 12 hours has been budgeted for this task.

### **LIMITATIONS OF AUTHORITY**

Except upon written instructions of B&W, Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
2. Shall not exceed limitations on B&W's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of Contractor, Subcontractors or Construction Manager, or expedite the Work.
4. Shall not advise on or 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.
5. Shall not authorize Owner to occupy the Project in whole or in part.

### **ASSUMPTIONS**

1. The Town is responsible for all permitting fees
2. The Town will provide coordination for access to the lift station site, will be available and assist in coordination of system shut down of the lift station in anticipation of the work.
3. The Town will provide landscape trimming/clearing as necessary of the existing perimeter landscape material for the contractor's site access.
4. Contractor will be required to secure any building permits.

## CONTRACT PERFORMANCE

Proposed fees for completion of the work tasks are summarized below and detailed in *Attachment A*.

## SUMMARY OF PROPOSED FEES

Proposed labor costs and associated expense for engineering services are tabulated below.

<b>Engineering Services</b>	<b>Fees (Lump Sum)</b>
Task 1 – General Services During Construction	\$ 31,530.15
Task 2 – Resident Project Representative	\$ 41,958.40
Task 3 – Grant Assistance	\$ 1,636.44
Sub- Consultant 11,009.30 X 1.1 Multiplier	\$ 12,110.23
Reimbursables (printing, postage, mileage) NTE	\$ 2,700.00
<b>Total Engineering Services</b>	<b>\$ 89,935.22</b>

## PROJECT SCHEDULE

The duration of work tasks are summarized below:

Estimated start of Construction: October 2023

Estimated end of Construction: October 2024

<b>Engineering Services</b>	<b>Task Duration</b>	<b>Completion Time (Calendar Days) from Notice to Proceed*</b>
Tasks 1 & 3 – Construction Administration	8 Months	12 Months
Tasks 2 - Resident Project Rep. Services	4 Months	11 Months
<b>Total Project Time Period:</b>		<b>12 Months</b>

The Consultant may not commence work on any Consultant Service Authorization approved by the Town without a further written notice to proceed.

Approved by:

TOWN OF HIGHLAND BEACH

BAXTER & WOODMAN, INC.

Date: \_\_\_\_\_

Date: October 17, 2023

\_\_\_\_\_  
Town Manager

Rebecca Travis  
Rebecca Travis, P.E., Executive Vice President / Florida Division Manager

Attest: Julie M. Crayton

Attest: \_\_\_\_\_

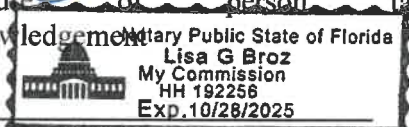
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Reviewed by: Town Attorney

State of Florida

County of Palm Beach

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of OCTOBER, 2023 by Rebecca Travis, Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation. He/She is (personally known to me) or (has produced identification), Florida Driver's License \_\_\_\_\_ and (did) take an oath.

LB  
Signature of \_\_\_\_\_ of \_\_\_\_\_ person taking Acknowledgement



Signature of Acknowledger Typed, Printed or Stamped

*Attachment A*  
**Town of Highland Beach**  
**LIFT STATION NO. 3 REHABILITATION - GENERAL CONSTRUCTION SERVICES**  
**Fee Table 2023 (Updated 10-11-23)**

Task No.	Task Description	Labor Classification and Hourly Rates								
		Principal Engineer \$193.02	Sr Engineer II \$170.99	Engineer II \$136.37		Sr Inspector \$131.12	Cadd \$113.29	Clerical \$76.58	Total Labor	Sub-Consultant Services
<b>1</b>	<b>General Services During Construction</b>									<b>EDA</b>
1.1	Pre-Construction Conference		3	3					\$922.08	
1.2	General Administration		65						\$11,114.35	
1.3	Submittal Review			20					\$2,727.40	
1.4	Monthly Meetings		27	9					\$5,844.06	
1.5	Payment Application Review		24	12					\$5,740.20	
1.6	Construction Clarifications (RFI's)			20					\$2,727.40	
1.7	Field Inspections/ Start Up			8					\$1,090.96	
1.8	Substantial & Final Inspections			8					\$1,090.96	
1.9	Certification of Construction Completion			2					\$272.74	
	<b>Subtotal:</b>	<b>0</b>	<b>119</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$31,530.15</b>	<b>\$11,009.30</b>
<b>2</b>	<b>Resident Project Representative</b>								\$0.00	<b>EDA</b>
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>320</b>	<b>0</b>	<b>0</b>	<b>\$41,958.40</b>	
<b>3</b>	<b>Grant Assistance</b>			12					\$1,636.44	
	<b>Subtotal:</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$1,636.44</b>	<b>\$0.00</b>
	Labor Subtotal Hours	0	119	94	0	320	0	0		
	Labor Subtotal Costs	\$0.00	\$20,347.81	\$12,818.78	\$0.00	\$41,958.40	\$0.00	\$0.00	<b>\$75,124.99</b>	<b>\$11,009.30</b>
	<b>Labor Total Costs</b>	<b>\$75,124.99</b>								
	Subconsultant Costs Total	\$11,009.30								
	Subconsultant Multiplier	1.1								
	<b>Subconsultant Total</b>	<b>\$12,110.23</b>								
	<b>Reimbursable Expenses</b> (printing, postage, mileage)	<b>\$2,700.00</b>								
	<b>Project Total (Lump Sum)</b>	<b>\$89,935.22</b>								



October 17, 2023

Mr. Jake Hurley, P.E.  
Engineer III  
Baxter and Woodman  
1601 Forum Place, Suite 400  
West Palm Beach, Florida 33401

Re: Lift Station No. 3 Upgrade  
Town of Highland Beach, Florida

Dear Mr. Hurley:

We are pleased to submit our revised proposal for electrical engineering services for the above project. The following serves to provide an overview of the engineering services Electrical Design Associates, Inc. (EDA) intends to furnish on the above referenced project to Baxter and Woodman (BW). Your signature on this agreement will serve as your letter of intent and official notice to proceed with the referenced work. Our services shall include general services during construction and shall include the following:

The below services are based on an estimated construction schedule of 12 months to Substantial Completion of the lift station upgrade. The construction phase will start immediately following issuance of Notice to Proceed. Any work requested by BW and/or the Owner beyond the estimated construction schedule will be classified as supplemental services.

**Task 1 – Construction Services:**

1. **Pre-Construction Activities:** EDA shall attend the pre-construction meeting.
2. **Conformed Documents:** EDA shall prepare Conformed Drawings / As Bid For Construction Documents to reflect the construction set. EDA shall provide one (1) electronic PDF format set of the conformed documents. All additional reproduction to be completed by others.
3. **Shop Drawing Review:** EDA shall review and approve (or take other appropriate action in respect of) additional Shop Drawings and samples, the results of tests and inspections and other data which each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents (but such review and approval or other action shall not exceed to



means, methods, sequences, techniques or procedures of construction or to safety precautions and programs incident thereto); and receive and review (for general content as required by the Specifications) maintenance and operating schedules and instruction, guarantees, bonds and certificates of inspection which are to be assembled by Contractor(s) is in accordance with the Contract Documents. Budget is based on review of sixteen (16) submittals from EDA (including resubmittals, test reports and O&M manuals).

4. Issue Clarifications: EDA shall issue all instructions of OWNER to Contractor(s); issue necessary interpretations and clarifications of the Contract Documents; have authority, as OWNER's representative to require special inspection or testing of the work; act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work thereunder, and make decisions on all claims of OWNER and Contractor(s) relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. The ENGINEER shall render all interpretations or decisions in good faith and in accordance with the requirements of the Contract Documents. Budget is based on review of four (4) RFIs from EDA.
5. Construction Site Visits: EDA shall make up to two (2) visits to the site at periods appropriate to the various stages of construction to observe, as an experienced and qualified professional, the progress and quality of the executed work of Contractor(s) and to determine in general if such work is proceeding in accordance with the Contract Documents. Prepare trip reports to document observations made during these inspections. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). ENGINEER's efforts will be directed toward providing a greater degree of confidence for OWNER that the completed work of Contractor(s) will conform to the Contract Drawings, but ENGINEER shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Drawings. During such visits and on the basis of on-site observations, ENGINEER shall keep OWNER informed of the progress of the work, shall endeavor to guard OWNER against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
6. Startup: EDA shall assist BW, the OWNER and Contractor with start-up support and testing assistance for the project, witnessing field tests, and other startups needed to demonstrate successful operation of the system. It is assumed that the Contractor has performed all of the preliminary testing required to troubleshoot any and all systems prior to the field start-up of equipment, and the installation of the equipment has been reviewed by the Contractor and appropriate equipment manufacturers for conformance with the Contract Documents. The hourly estimate is based on one (1) visit for starting up of electrical equipment.
7. Substantial Completion: EDA shall provide one (1) site visit to assist BW and the OWNER in determining if the electrical work, or portions of the electrical work, have

been substantially completed in general accordance with the construction contract documents and that the definition of substantial completion has been met. EDA will assist BW in preparation of a final punch list as it relates to the electrical system improvements.

- 8. Final Completion: EDA shall perform a final site visit for each station to assist BW and the OWNER in determining if the electrical work has been completed in accordance with the construction contract documents; that the work is complete, including submission of all final documentation required by the Contractor.
  
- 9. Record Drawings: EDA shall prepare record drawings incorporating changes made during construction based on as-built information furnished by the Contractor; and provide one (1) set of electronic construction record drawings and electronic files of the record drawings in AutoCAD 2019 format.

SUPPLEMENTAL SERVICES - Any work requested by the OWNER that is not included in one of the items listed in any other phase will be classified as supplemental services.

Our scope of work shall be as outlined above and as per the attached estimate of work effort. Our fee for this work shall be \$11,109.30, lump sum, and shall be billed monthly based on the percentage of completion.

Very truly yours,



Dameion Donaldson, P.E.

ACCEPTED \_\_\_\_\_ DATE \_\_\_\_\_

**Lift Station No. 3 Upgrade  
Town of Highland Beach, Florida**

**Date: 10/17/2023**

**Estimate of Work Effort & Fee**

	Principal		Senior Engineer		Engineer		Cadd Technician		Clerical/Admin		Totals	
	Hourly Rate	\$205.20	Hourly Rate	\$171.00	Hourly Rate	\$142.50	Hourly Rate	\$108.30	Hourly Rate	\$79.80		
<b>Task 1 - Construction Services</b>	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total	man-hours	Total
Precon Meeting	0	\$ -	4	\$ 684.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 684.00
Conformed Documents	0	\$ -	1	\$ 171.00	1	\$ 142.50	2	\$ 216.60	1	\$ 79.80	5	\$ 609.90
Shop Drawing Review	2	\$ 410.40	16	\$ 2,736.00	10	\$ 1,425.00	0	\$ -	6	\$ 478.80	34	\$ 5,050.20
Issue Clarifications	0	\$ -	6	\$ 1,026.00	2	\$ 285.00	0	\$ -	2	\$ 159.60	10	\$ 1,470.60
Site Visits (2 @ 3 hrs each)	0	\$ -	6	\$ 1,026.00	0	\$ -	0	\$ -	0	\$ -	6	\$ 1,026.00
Startup (1 @ 4 hrs)	0	\$ -	4	\$ 684.00	0	\$ -	0	\$ -	0	\$ -	4	\$ 684.00
Substantial Completion (1 @ 3 hrs)	0	\$ -	3	\$ 513.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 513.00
Final Completion (1 @ 3 hrs)	0	\$ -	3	\$ 513.00	0	\$ -	0	\$ -	0	\$ -	3	\$ 513.00
Record drawings	0	\$ -	2	\$ 342.00	0	\$ -	2	\$ 216.60	0	\$ -	4	\$ 558.60
<b>Task 1 -Construction Services Total:</b>	<b>2</b>	<b>\$ 410.40</b>	<b>45</b>	<b>\$ 7,695.00</b>	<b>13</b>	<b>\$ 1,852.50</b>	<b>4</b>	<b>\$ 433.20</b>	<b>9</b>	<b>\$ 718.20</b>	<b>73</b>	<b>\$ 11,109.30</b>
<b>Total:</b>	<b>2</b>	<b>\$ 410.40</b>	<b>45</b>	<b>\$ 7,695.00</b>	<b>13</b>	<b>\$ 1,852.50</b>	<b>4</b>	<b>\$ 433.20</b>	<b>9</b>	<b>\$ 718.20</b>	<b>73</b>	<b>\$ 11,109.30</b>