



Agenda Item # __C - 5__

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM:

Ratification of Consultant Services Authorization (CSA) No. 04 with Erdman Anthony to provide Municipal Engineering Services for Bridge Slope Stabilization Project PW1806. The cost for said services shall not exceed \$137,080.00.

ISSUE:

The Bridge Slope Stabilization project involves re-establishing and armoring the canal banks at four (4) canal crossings in the La Mancha Subdivision. The work includes: clearing and grubbing to remove existing rip-rap, vegetation and any other unsuitable material in the canals within the work area; earthwork (excavation and fill) and grading; placement of filter fabric, bedding stone and rubble rip-rap to Florida Department of Transportation (FDOT) specifications; removal and legal disposal of all waste, unsuitable and excess material; minor modifications to existing drainage pipes in the canals; MoT (vehicles and pedestrians) to FDOT standards as required to perform the work.

This project is funded using American Rescue Plan Act (ARPA) funds. The estimated total project budget is \$1,394,838.

The scope of CSA No. 04 includes providing Construction, Engineering & Inspection (CEI) services during construction to include: attending pre-construction and progress meetings; construction management to include project coordination, submittal and request for information review; review of contractor schedule; review pay applications; negotiation of change orders; construction engineering to provide contractor interpretations of the plans, specifications, and contract provisions; inspections to include daily reports, progress photos, quality control, review of contractors maintenance of traffic and pollution prevention plans; and prepare project closeout documentation. CSA No. 04 is attached as Exhibit A.

Staff is requesting Village Council ratification of CSA No. 04.

Funds to come from PW1806, Account No. 105-4100-541.63-51

RECOMMENDED ACTION:

Staff recommends a motion to approve.

Initiator:	Village Manager	Agenda Date:	Village Council
	Approval:		Action:
Public Works		01/18/2024	
Director			

**Consultant Services Authorization
No. 04
Village of Royal Palm Beach**

**Municipal Engineering Services
PW1806 – Bridge Slope Stabilization
CEI – Four (4) Bridges**

Introduction

The Village of Royal Palm Beach (VILLAGE) entered into a Municipal Engineering Services Agreement entitled Agreement for Professional Services (AGREEMENT) with Erdman Anthony of Florida, Inc. (ERDMAN) on September 21, 2023. This Consultant Services Authorization (CSA) will be performed under the terms and conditions of that AGREEMENT.

Background

Based on discussion, the Village desires to stabilize the canal banks at four (4) locations within the Village under the following existing bridges:

- Bridge 937355 – Ponce de Leon St
- Bridge 937359 – Madrid St
- Bridge 937358 – La Mancha Ave North
- Bridge 937356 – La Mancha Ave South

Services will include maintaining surveillance of Contractor activities, interpreting plans, specifications, and provisions for the Contract, records of activities, events and properly documenting all significant changes. The Consultant shall perform the following services:

TASK 1 Meetings:

Pre-Construction Meeting –

The Consultant shall schedule and conduct a pre-construction conference and conduct bi-weekly progress meetings.

Progress Meetings –

The Consultant will conduct bi-weekly progress meetings as required with the Village, Contractor, Sub-Contractor and/or Utility Agencies to review plans, schedules, problems, or other areas of concern.

TASK 2 Construction Management:

Coordination –

The Consultant shall endeavor to coordinate the Construction Contract administration activities needed to complete the construction project.

Submittals and RFI's –

The Consultant shall maintain a log of Contractor submittals of shop drawings.

The Consultant shall maintain a log of Requests for Information (RFI's) submitted by the Contractor.

Construction Schedule –

The Consultant shall review the Contractor's initial schedule to ensure that all general work efforts are addressed.

Pay Applications –

Produce reports, verify quantity calculations, and field measure for payment purposes as needed and to review Contractor pay applications.

Contractor Change Orders –

The Consultant shall assist the Village in negotiating changes with the Contractor.

Construction Engineering –

Provide to the Contractor interpretations of the plans, specifications, and contract provisions.

Permit Compliance –

Monitor the Construction Contract to the extent necessary to determine whether construction activities violate the requirements of any permits.

TASK 3 Inspections:

Inspection –

The Consultant shall provide on-site inspection services during construction as necessary to observe the general progress and quality of the various aspects of the Contractor's work.

Daily Reports –

The Consultant shall maintain a daily construction diary, which shall outline all activity on each project each day.

Progress Photos –

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

Quality Control –

Quality Control and testing is the responsibility of the Contractor. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering onto the project in accordance with the plans, specifications, and special provisions for the Construction Contract.

Maintenance of Traffic –

The Consultant shall review the Contractor's proposed maintenance of traffic (MOT) plan and make recommendation(s) to the Client regarding approval or rejection.

Stormwater Pollution Prevention –

The Consultant shall review the Contractor's proposed Stormwater Pollution Prevention Plan (SWPPP) and make recommendation(s) to the Client regarding approval or rejection.

TASK 4 Project Close Out:

Project Close Out –

- The Consultant shall issue a written notice of substantial completion to the Contractor.
- The Consultant shall coordinate and schedule a substantial and final walk through with the Village, Contractor and FDOT (if required).
- The Consultant shall prepare a final Change Order as required by FDOT showing the final constructed quantities for each project.
- The Consultant shall review conditions of regulatory permits for each project and verify construction activities are in general compliance with those permits.
- The Consultant shall review and approve as-built survey prepared by the Contractor for each project.
- At the completion of construction, the Consultant shall issue a written notice of final completion to the Contractor.

Compensation:

Professional services for the scope of work outlined in Exhibit “A” will be performed by Erdman Anthony of Florida, Inc. as per table below. Services shall be charged by task on either an hourly rate basis or for a fixed price plus reimbursable expenses, such printing, shipping, postage, mileage, agency fees, subconsultant fees, etc. All expenses will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor. This authorization shall not exceed \$137,080.00. Funds to come from Project No. PW1806 – Bridge Slope Stabilization.

Task	Description	Quantity	Hours per quantity	Fee
	For each Bridge Location		Construction Manager at \$180 per hour	Inspector at \$110 per hour
1	Meetings	8 meetings	1	\$2,320
2	Coordination, Submittals, RFI's, Pay Apps, CO's, Permits	16 weeks	2.5	\$7,200
3	Inspections, photos, daily reports	16 weeks	0	\$22,000
4	Project close out	1	5	\$2,000
5	Expenses			<u>\$750</u>
Subtotal per Bridge Location				\$34,270
Grand Total all Four Bridge Locations				\$137,080

Authorization

Consultant Services Authorization No. 04

Date: Jan 4, 2024

If you concur with this CSA, please indicate by signing below; once executed by the Village Manager you will receive a copy for your records.

IN WITNESS WHEREOF, the parties have hereto set their hands the day and year first above written.

Erdman Anthony of Florida, Inc

Dana Gillette

Dana Gillette (Jan 4, 2024 12:06 EST)

Dana Gillette, P.E.
Principal Associate

Village of Royal Palm Beach
A Florida Municipal Corporation

RC Liggins

RC Liggins (Jan 4, 2024 12:08 EST)

Raymond C. Liggins, P.E.
Village Manager

EXHIBIT "A"



December 18, 2023

Paul Webster
Village of Royal Palm Beach
1050 Royal Palm Beach Blvd.
Royal Palm Beach, FL 33411

SUBJECT: CEI for canal bank stabilization at four bridges

Dear Mr. Webster:

Erdman Anthony is pleased to submit this proposal for Professional Engineering Services to the Village of Royal Palm Beach (Client or Village), in connection with the subject project. Based on our understanding of the project, Erdman Anthony (Consultant) proposes the following scope of services to replace select pipes.

Scope of Work and Deliverables

Based on our discussion, the Village desires to stabilize the canal banks at up to four locations within the Village under the following existing bridges:

- Bridge 937355 – Ponce de Leon St
- Bridge 937359 – Madrid St
- Bridge 937358 – La Mancha Ave North
- Bridge 937356 – La Mancha Ave South

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

TASK 1 Meetings:

Pre-Construction Meeting –

The Consultant shall schedule and conduct a pre-construction conference for the project. Record significant information revealed and decisions made at this conference and distribute copies of these minutes to the appropriate parties.

Progress Meetings –

The Consultant will conduct bi-weekly progress meetings as required with the Village, Contractor, Sub-Contractor and/or Utility Agencies to review plans, schedules, problems, or other areas of concern. The Consultant shall provide a conference call-in line for each meeting. The results of these meetings will be prepared by the Consultant and distributed to all affected parties.

TASK 2 Construction Management:

Coordination –

The Consultant shall endeavor to coordinate the Construction Contract administration activities needed to complete the construction project. Notwithstanding the above, the Consultant is not liable to the Village for failure of such parties to follow written direction issued by the Consultant. Consultant will also facilitate coordination and communication between Utility Agency’s representatives, Village staff, and the Contractor in execution of the work and provide assistance in the resolution of utility issues.

Submittals and RFI’s –

The Consultant shall maintain a log of Contractor submittals of shop drawings, noting the dates of first submittal and subsequent reviews and resubmittals, approvals, etc. The Consultant shall review and approve, if appropriate, the submittals. The Consultant shall take note of and verify that any changes are properly carried through to construction and shall further record, report, make recommendations, and evaluate any circumstances which affect the progress or cost of the work. Shop drawings shall also include any manuals or similar documents outlining proposed construction procedures submitted by the Contractor. The Consultant shall review all shop drawings and submittals and make recommendation for their approval to the Village. The Consultant shall respond within seven (7) calendar days from receipt of an electronic submission.

The Consultant shall maintain a log of Requests for Information (RFI’s) submitted by the Contractor noting the dates of first submittal and subsequent responses. The Consultant shall review and provide a response to RFI’s. Input and/or confirmation from the Engineer of Record and/or the Village may be required.

Construction Schedule –

The Consultant shall review the Contractor’s initial schedule to ensure that all general work efforts are addressed, that the schedule is following a logical approach to the project, that it is following sound engineering and construction practices, and that it identifies all critical path work. The Consultant shall monitor the schedule monthly, and after a review with the Contractor, advise the Village of any areas the Contractor appears to be falling behind.

Pay Applications –

Produce reports, verify quantity calculations, and field measure for payment purposes as needed and to review Contractor pay applications. Review and approve, if appropriate, Contractor pay applications for prompt processing of such information in order for the Village to make timely payment to the Contractor. Once each month prepare a comprehensive tabulation of the quantity of each pay item satisfactorily completed to date. Quantities shall be based on daily records or calculations. The tabulation will be used for preparation of the Monthly Progress Estimate. The Consultant shall review Contractor pay applications and work directly with the Contractor to resolve any discrepancies. Once agreed by the Contractor and Consultant, the Consultant shall sign the pay application and provide to the Village for Village approval/processing. All pay applications shall be provided using the pay application form provided by the Village. The Consultant shall review pay applications from the Contractor within seven (7) calendar days and approve or provide written reasons for rejection to the Contractor/Village. Review of pay applications shall include confirmation that necessary releases of lien have been provided by the Contractor.

Contractor Change Orders –

The Consultant shall assist the Village in negotiating changes with the Contractor. The Consultant will review the proposed change orders and make recommendations to the Village on approval or rejection and

recommended changes in cost and time. The Consultant shall prepare change order documents in support of the change order subject to Village approval. The Consultant shall coordinate with FDOT for review and approval of the change order with supporting information prior to approval by the Village. The Village shall prepare the actual change order form. The Village along with the Consultant will track the status of each one until executed. The Consultant shall prepare supplemental and back up documentation when required by the Village.

Construction Engineering –

Provide to the Contractor interpretations of the plans, specifications, and contract provisions. The Consultant shall consult with the Village when an interpretation involves complex issues or may have an impact on the cost of performing the work. When warranted, the Consultant may request an interpretation from the Engineer of Record. Analyze problems that arise on the project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.

Permit Compliance –

Monitor the Construction Contract to the extent necessary to determine whether construction activities violate the requirements of any permits. Notify the Contractor of any violations or potential violations and require his immediate resolution of the problem. Violations must be reported to the Village immediately. The Village will provide to the Consultant a copy of each permit within the project limits. The Consultant shall collect the Contractor's weekly NPDES reports.

TASK 3 Inspections:

Inspection –

The Consultant shall provide on-site inspection services during construction as necessary to observe the general progress and quality of the various aspects of the Contractor's work. Such visits and observations by the Consultant are not intended to be exhaustive or to extend to every aspect of the work in progress or to involve detailed inspections of the work beyond the responsibilities specifically assigned to the Consultant in this Agreement and the Contract Documents. Based on information obtained during such visits and such observations, the Consultant shall endeavor to determine in general if such work is proceeding in accordance with the design concept and the design information shown in the Contract Documents and the Consultant shall keep the Client informed of the progress of such work.

The Consultant shall not, during such visits or as a result of such observations of the Contractor's work in progress, supervise, direct or have control over the Contractor's work nor shall the Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, for safety precautions and programs incident to the work of the Contractor or for any failure of the Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to the Contractor's furnishing and performing the work. Accordingly, the Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Daily Reports –

The Consultant shall maintain a daily construction diary which shall outline all activity on each project each day. All emergencies shall be reported immediately to the Village but in no case in excess of 24 hours. The Consultant shall keep detailed and accurate records of the Contractor's daily operations and of significant events that affect the work. The Consultant will verify that the Contractor is conducting inspections,

preparing reports, and monitoring all stormwater pollution prevention measures associated with the project. The Consultant shall maintain a record of activities and events including manpower, equipment, sub-contractors, accidents, weather and other significant data and events, relating to the project and a record of all work completed by the Contractor, including data to support the approval of pay items. The Consultant shall report apparent significant changes in quantity, time or cost as they are noted to the Village.

Progress Photos –

The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. Photograph the construction conditions throughout the project limits and duration. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. These photographs will be filed and maintained on the Consultant computer. Copies of photographs will be electronically transferred to the Village. The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance, if applicable.

Quality Control –

Quality Control and testing is the responsibility of the Contractor. The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering onto the project in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the project is constructed in reasonable conformity with such documents. The frequency of verification materials testing shall be determined by the Village at a maximum frequency of those set forth in the FDOT's guidelines. The Consultant shall observe the Contractor's quality control (QC) activities at the project site to observe that the Contractor performs the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance. The Consultant may be present to witness the Contractor's QC test results and shall review the Contractor's records of such tests for completeness and acceptance. All QC and verification tests are to be submitted to the Village at the completion of construction. Inspection and sampling of materials and components at locations remote from the vicinity of the project and of materials normally done in a laboratory remote from the project site are not included in this contract.

Maintenance of Traffic –

The Consultant shall review the Contractor's proposed maintenance of traffic (MOT) plan and make recommendation(s) to the Client regarding approval or rejection. The Consultant shall periodically inspect the MOT operations for compliance with FDOT Standard Plans and make the Contractor aware of any noted deficiencies. The Consultant shall not assume any liability associated with the design and/or implementation of the Contractor's MOT plan.

Stormwater Pollution Prevention –

The Consultant shall review the Contractor's proposed Stormwater Pollution Prevention Plan (SWPPP) and make recommendation(s) to the Client regarding approval or rejection. The Consultant shall periodically inspect the SWPPP for compliance with the NPDES General Permits for Stormwater Discharges from Construction Sites.

TASK 4 Project Close Out:

Project Close Out –

- The Consultant shall issue a written notice of substantial completion to the Contractor.

- The Consultant shall coordinate and schedule a substantial and final walk through with the Village, Contractor and FDOT (if required). The Consultant shall generate a list of project deficiencies. Upon completion of any deficiencies, the Consultant shall certify the completion of the projects.
- The Consultant shall prepare a final Change Order as required by FDOT showing the final constructed quantities for each project.
- The Consultant shall review conditions of regulatory permits for each project and verify construction activities are in general compliance with those permits. The Consultant shall obtain any required construction commencement notices and any required certificates of completion from the Contractor.
- The Consultant shall review and approve as-built survey prepared by the Contractor for each project. The Consultant shall confirm that the as-builts accurately depict the improvements.
- At the completion of construction, the Consultant shall issue a written notice of final completion to the Contractor.

Assumptions/Clarifications

- All public information matters shall be directed to the Village, who may delegate certain aspects to the Consultant.
- Erdman Anthony may rely upon the accuracy and completeness of any information, requirements, reports, data, surveys, and instructions (information) provided by Client unless expressly stated otherwise with respect to such information.
- Erdman Anthony shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality at a similar time.
- The estimated fees shown are based on an estimate that the project duration will be as shown in the Compensation section below. The work under this agreement is dependent on the contractor's performance and schedule. Should the contractor take longer to complete the work it will result in additional schedule and fees.
- It is assumed that the time will be expended will generally follow the assumption shown in the Compensation section below. Should the contractor's work require additional supervision or coordination due to poor quality or extended duration, it will result in additional schedule and fees.
- The Village and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.
- Erdman Anthony will be promptly paid for services performed.
- Geotechnical and Testing Services – not included.

Compensation

Services shall be charged by task on either an hourly rate basis in accordance with the HOURLY RATE SCHEDULE attached, or for a fixed price. Hourly services may show an estimated amount; this is not a maximum fee, it is an estimate for budgeting purposes that is based on our best estimate of the effort required. Work dependent on others such as review by permit agencies, responding to their comments, reviewing construction contractor work, etc. involves a number of factors that are outside our control; therefore, these services will be billed at our hourly rates and the amounts shown are estimates only and additional charges will apply if those budgets are exceeded.

We will keep you advised about the status of the budgeted amounts on each monthly invoice and alert you to any items approaching the budget limit. Expenses include costs such as printing, shipping, postage, mileage, agency fees, subconsultant fees, etc. It is assumed that Client will pay agency fees directly to the agency. All expenses will be invoiced at 1.15 times the rate that is charged to Erdman Anthony by the vendor. Erdman Anthony proposes to complete the above-described scope of services as follows to be billed at our contract hourly rates:

Task	Description	Quantity	Construction Manager at \$180 per hour	Inspector at \$110 per hour	Hours per quantity	Fee
1	Meetings	8 meetings	1	1		\$2,320
2	Coordination, Submittals, RFI's, Pay Apps, CO's, Permits	16 weeks	2.5	0		\$7,200
3	Inspections, photos, daily reports	16 weeks	0	12.5		\$22,000
4	Project close out	1	5	10		\$2,000
5	Expenses					<u>\$750</u>
Subtotal per Bridge Location						\$34,270
Grand Total all Four Bridge Locations						\$137,080

Proposal Acceptance

This proposal is subject to the terms and conditions of our contract with the Client dated September 20, 2017. This proposal and the contract are intended to represent the entire contractual relationship between Client and Erdman Anthony. If you concur with and accept the provisions of this proposal, please have an authorized representative issue a consultant work authorization to us for our records which shall also serve as our Notice to Proceed. Thank you for your interest in utilizing Erdman Anthony's services for this project. We would appreciate an opportunity to further discuss any questions you may have with regard to this proposal or our services in general and appreciate your time and consideration in reviewing the proposal. If you have any questions or require additional information, please contact me at 561-753-9723. We look forward to working with you and building a successful relationship.

Sincerely,
 ERDMAN ANTHONY

Dana Gillette
 Dana I. Gillette, PE, PSM, LEED AP
 Principal Associate