

Monday, October 9, 2023
Commission Workshop
7 PM



Town Hall Commission Chambers
247 Edwards Lane
Palm Beach Shores, FL 33404

Mayor Alan Fiers
Vice Mayor Tracy Larcher

Commissioner Brian Tyler
Commissioner Mark Ward
Commissioner Steve Smith

Town Attorney Mitty Barnard
Town Accountant Darlene Hopper
Town Clerk Jude M. Goudreau

PLEASE NOTE:

THIS MEETING IS ALSO CONDUCTED USING COMMUNICATION MEDIA TECHNOLOGY

Join information.

Meeting link:

<https://townofpalmbeachshores.my.webex.com/townofpalmbeachshores/my/j.php?MTID=m647add6461669ef197ed972387cd1ac9> Meeting number: 2632 354 9274 Password: 1009

Join by phone: +1-408-418-9388 United States Toll

Access code: 2632 354 9274

COMMISSION WORKSHOP AGENDA

1) Call to Order

a) Pledge of Allegiance & Roll Call

2) Discussion Items:

- **Sea Grape Maintenance- Inlet and Beach**
- **Ordinance- Town Roads**
- **Project Updates:**
 - BS&A Financial Software Conversion
 - Road Paving Project
 - a. Engineering Inspection and Supervision Support Proposal (Engenuity)
 - Water Main Project
 - Community Center Kitchen
 - Town Administrator Search (Commissioner Tyler)

3) Public Comments: 3 minutes per person, per topic, state your name for the record.

4) Adjournment:

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision made by the Town Commission with respect to any matter considered at this meeting or hearing, such interested person will need a record of the proceedings, and for such purpose may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. The meeting/hearing will be continued from day to day, time to time, place to place, as may be found necessary during the aforesaid meeting. IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), THIS DOCUMENT CAN BE MADE AVAILABLE IN AN ALTERNATE FORMAT (LARGE PRINT) UPON REQUEST AND SPECIAL ACCOMODATIONS CAN BE PROVIDED UPON REQUEST WITH THREE (3) DAYS ADVANCE NOTICE. FOR HEARING ASSISTANCE: If any person wishes to use a hearing device, please contact the Town Clerk.



TOWN OF PALM BEACH SHORES, FL
CONSULTANT SERVICES AUTHORIZATION

DATE: September 21, 2023

CSA NO. _____ FOR CONSULTING SERVICES

TOWN RFQ. NO.: ENG-22-01

ENGENUITY GROUP, INC. PROJECT NO.: 01005.12.A

PROJECT TITLE: Town of PBS Paving and Grading Plans

This CSA, when executed, shall be incorporated in and shall become an integral part of the Professional Engineering Services Agreement dated September 21, 2023 between the Town of Palm Beach Shores (“TOWN”), and ENGENUITY GROUP, INC. (“CONSULTANT”) hereafter referred to as the Agreement.

I. PROJECT DESCRIPTION

Engenuity Group, Inc. will perform construction phase services for the paving, grading, and drainage construction for the following:

1. Lake Drive
2. Inlet Way
3. Bamboo Road
4. Cascade Lane
5. Edwards Lane
6. Drainage Improvements

II. SCOPE OF SERVICES

The following is a description of the services to be provided under this Consultant Services Authorization.

TASK 1- Construction Phase Services

Construction phase services shall include visits to Site and observation of construction. In connection with observations of CONTRACTOR’S work in progress while it is in progress.

CSA NO. _____

1. Preconstruction Conference. Attend a Preconstruction Conference prior to commencement of Work at the Site.

2. Make no more than **30** visits to the site at intervals appropriate to the various stages of construction, as ENGINEER deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work. Such visits and observation by ENGINEER, 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 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 judgement. Based on information obtained during such site visits and such observations, ENGINEER will determine in general if CONTRACTOR'S work is proceeding in accordance with the Contract documents, and ENGINEER shall keep OWNER informed of the progress of the Work.

3. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of CONTRACTOR'S work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

4. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CONTRACTOR is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto. ENGINEER has an obligation to meet the CONTRACTOR'S submittal schedule that has earlier been acceptable to ENGINEER.

5. Applications for Payment. Based on ENGINEER'S on-site observations as an experienced and qualified design professional, ENGINEER will review pay applications and advise OWNER to either recommend payment or return the pay application to the CONTRACTOR for correction.

6. Inspections and Tests. Require such special inspections or tests of CONTRACTOR'S work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents. ENGINEER'S review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and

will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. ENGINEER shall be entitled to rely on the results of such tests. Field testing of materials is not included in ENGINEER'S scope of services.

7. Record Drawings. Review Record Drawings prepared and certified by the CONTRACTOR'S Florida licensed surveyor and the CONTRACTOR.

8. Completion of Construction Certifications. Prepare construction completion certification and submit to the Town of Palm Beach Shores.

9. Substantial Completion. Promptly after notice from CONTRACTOR that CONTRACTOR considers the entire Work ready for its intended use, in company with OWNER and CONTRACTOR, conduct a review of the work to determine if it is Substantially Complete.

10. Final Notice of Acceptability of the Work. Conduct a final review to determine if the completed Work of CONTRACTOR is acceptable.

11. Contract Time. ENGINEER'S services during construction are dependent upon the timely performance of CONTRACTOR's work. ENGINEER'S services are based on a construction Contract Time of 90 calendar days for final completion of the work. If the CONTRACTOR exceeds such period of time, ENGINEER'S compensation shall be subject to an equitable adjustment.

This proposal does NOT include the following:

- A. The design of any major off-site roadway improvements.
- B. Reproduction of drawings and specifications for Contractor's use during construction.
- C. Additional Survey including construction layout. See separate proposal by Engenuity Group, if needed.
- D. Design of landscaping, irrigation, lighting, drainage and swale design.
- E. Coordination of new or relocated electrical, gas, telephone, and TV services.
- F. Environmental Analysis or design including wetlands, uplands, or contamination.
- G. Subsurface Utility Locations (SUE)

III. DELIVERABLES

The deliverables for these construction phase services shall include detailed reports for each site visit containing information regarding the CONTRACTOR’S progress, field conditions, pictures, and recommendations to the OWNER.

IV. COMPENSATION AND PAYMENT

The CONSULTANT will perform the tasks as outlined in the scope of services for an hourly Not-To-Exceed Fee as outlined in Table 2:

**Table 2
Budget Summary**

Description	Total
Preconstruction Conference	\$1,250.00
Field Observations	\$21,000.00
Project Certification	\$3,020.00
Shop Drawings, Testing, and Pay Application Reviews	\$3,020.00
Substantial Completion Walkthrough	\$1,250.00
Final Completion Walkthrough	\$1,250.00
TOTAL	\$30,790.00

V. ASSUMPTIONS

Existing Asphalt widths will remain the same. Grading will match existing driving elevations to be assumed.

VI. AGREEMENT REFERENCE

The work authorized under this CSA shall be performed under the terms and conditions described within the Professional Services Agreement dated September 21, 2023, by and between the Town of Palm Beach Shores (“TOWN”) and ENGENUITY GROUP, INC. (“CONSULTANT”). Compensation shall not exceed the hourly rates currently in effect under this Agreement.

CSA NO. _____

ENGENUITY GROUP, INC.

TOWN OF PALM BEACH SHORES

By: *Lisa Tropepe*

By: _____

Print Name: Lisa Tropepe, P.E.

Title: Vice President

Date: _____

Town Attorney's Office

Approved as to form and legality

By: _____

CSA NO. _____