RESOLUTION 10-03-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE TOWN MANAGER TO SIGN A WORK AUTHORIZATION FOR BAXTER & WOODMAN, INC., TO DEVELOP AND DESIGN PLANS FOR PHASE I OF THE SOUTHERN OUTFALL PRIORITY REHABILITATION PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town Commission is committed to the implementation of sustainable strategies that will improve the quality of life and safety of residents and visitors in the town; and

WHEREAS, the Town Commission has previously determined that its stormwater infrastructure system lacks capacity and that there is a need to replace a failing 72-inch pipe on the system's Southern Outfall; and

WHEREAS, on February 8, 2022, Florida Governor Ron DeSantis announced that the Town was awarded a Rebuild Florida Mitigation General Infrastructure Program Grant by the State of Florida, Department of Economic Opportunity, in an amount of \$11,067,635.00 to retrofit storm sewer systems using low-impact green infrastructure; and

WHEREAS, on February 16, 2022, the Town Commission approved a cooperative purchase agreement with Baxter & Woodman, Inc., (Contractor) for it to provide stormwater engineering services; and

WHEREAS, the Contractor has provided the Town with a proposal in the amount of \$158,370.00 to design construction plans for the Southern Outfall Priority Rehabilitation, Phase I Project (the Project); and

WHEREAS, the Town Manager has recommended that it is in the best interest of the Town to accept the Contractor's proposal for the provision of stormwater engineering services to design construction plans for Phase I of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby authorizes the Town Manager to execute a Work Authorization with Baxter & Woodman, Inc., to perform the work described in Section 2 of the Work Order Authorization and thus comply with the requirements of the grant awarded to the Town by the Florida Department of Economic Opportunity.

Section 3. This Resolution shall be effective upon its execution.

The foregoing Resolution was offered by who moved its adoption. The motion was second and upon being put to a roll call vote, the vote w		or Glac vissione	· Cast		
MAYOR MICHAEL O'ROURKE VICE-MAYOR KIMBERLY GLAS-CASTRO COMMISSIONER ERIN FLAHERTY COMMISSIONER JOHN LINDEN COMMISSIONER ROGER MICHAUD The Town Commission thereupon declared the		AYE	NAY — — — — — — — — — — — — — —		
duly passed and adopted this					
ATTEST:	TOWN OF LA	AKE PARK, F CHAEL O'RO MAYOR			
VIVIAN MENDEZ TOWN CLERK					
Ap THE PARA (TEWN SEAL) FLOR	proved as to form BY: TOW	Zan J	2.		

Town of Lake Park

Southern Stormwater Outfall Replacement

Introduction

The Town of Lake Park (Town) recently completed a Stormwater Master Plan to assess the Town's drainage system and to develop a Capital Improvement Plan (CIP) for short-term and long-term stormwater projects. One of these projects includes replacing the existing 72-inch outfall pipe located between US 1 and the Lake Worth Lagoon which discharges to the Lagoon along the northern boundary of the Town's boat marina. The existing pipe drains a significant portion of the Town's runoff extending west and north of the outfall. The Master Plan identified the need to increase the capacity of the outfall to improve flood protection and address sea level rise. Additionally, the pipe runs under Lake Shore Drive where a bridge exists but is buried up to the road elevation. An arched section of the pipe exists through the old bridge. The bridge was inspected approximately two years ago and determined to be unsafe for traffic and, therefore, has been closed since.

The Stormwater Master Plan recommended replacing the pipe with a larger box culvert as well as adding a bioswale in an open area east Lake Shore Drive which would connect to an existing dry detention area within the marina to improve water quality treatment. For water to be able to enter the bioswale/detention area, a pump station was recommended. The treated water would then overflow to the underlying outfall system. Significant modifications to the existing seawall are also needed to accommodate the proposed box culvert.

The Town contracted with another engineering Consultant to design the project up to a 60 percent design level, which did not include structural design of the pump station, three large junction boxes and the seawall modifications. Electrical engineering design was also not included for the pump station along with other miscellaneous civil engineering needed to complete the design.

Baxter & Woodman, Inc. (CONSULTANT) has been asked to assume the Engineer of Record role for the project and perform the remainder of the design work. The following tasks will be performed:

Task 1 – Successor Engineering

CONSULTANT will perform all duties as required by Florida Administrative Code (FAC) 61G15-27.001 "Procedures for a Successor Professional Engineer Adopting As Their Own the Work of Another Engineer". The Town shall provide all documents (i.e. AutoCAD, hydrologic and hydraulic calculations and model data, reports, permits, studies, specifications, surveys, geotechnical report, subsurface utility engineering report, etc.) previously completed by others. CONSULTANT will review and assess the information provided in order to adopt the work as the successor engineer. The previous design documents include:

- Hydrologic & Hydraulic Analysis, as prepared by WRMA, dated May 2021 along with associated ICPR model files.
- ICPR model files used for development of Stormwater Master Plan.
- The Opinion of Probable Costs (60% Design), by WRMA.

- Geotechnical Engineering Report prepared by Ardaman & Associates, Inc. dated December 29, 2020.
- Existing Conditions and Topography survey prepared by Javier E. Bidot Associates, Inc., dated October 26, 2020 and any subsequent surveys performed
- Grant and permit application documents.
- CADD files in AutoCad for Construction Drawing Set (60% design)
- 60% design specifications
- Utility coordination information and utility pothole data

<u>Task 1.1 Survey</u>: CONSULTANT shall review the survey previously completed and incorporated into the previous project documents authored by others. A field survey check will be performed to determine if the information is sufficient or if additional information is necessary in order to complete the design of the project.

<u>Task 1.2 Geotechnical</u>: CONSULTANT shall review the geotechnical report and subsurface utility engineering report previously completed and incorporated into the previous project documents authored by others to determine if the information is sufficient or if additional information is necessary in order to complete the design of the project.

<u>Task 1.3 Utility Coordination/Field Verification (soft digs / utility locates)</u>: CONSULTANT will review the information from utility agencies (electric, phone, gas, cable TV, and Town facilities) and soft dig borings previously compiled and incorporated into the previous project documents authored by others to determine if the information is sufficient or if additional information is necessary in order to complete the design of the project. This task includes reconciling apparent discrepancies between record information, existing photographic field-verification information and changes that may have occurred since the completion of the previous design.

<u>Task 1.4 Successor Engineer Work Adoption</u>: CONSULTANT shall review the engineering materials authored by others including the drawings, technical specifications, and calculations as required by FAC 61G15-27.001. This will include a review of the stormwater modeling performed for the Town's Stormwater Master Plan. Specifically, the existing conditions model for the basins within the Town that ultimately drain through the Southern Outfall. Errors and omissions discovered in the previous Consultant's work will be documented. CONSULTANT will modify/edit the materials as necessary to complete the Contract Documents for the Town's use for bidding and construction.

Task 2: Value Engineering

<u>Task 2.1 Evaluation of project requirements</u>: CONSULTANT will evaluate the requirements and constraints on the project and assess if more cost-effective approaches exist. Questions that need to be assessed include:

- 1) The drainage capacity increase associated with a 5'x10' box culvert is estimated to be three times the existing capacity. Is that much of a capacity increase needed considering that pipe upstream is not changing?
- 2) Is there is a better discharge configuration to avoid seawall reconstruction?
- 3) Is there a way to maintain flows during construction other than using large temporary bypass pumps?

- 4) Is a 5'x10' flap gate/check valve necessary, as proposed, considering that there are no connections to the pipe that have inlets low enough to backup during king tides?
- 5) Is water quality a requirement considering the upstream water quality proposed in the Master Plan? Does it justify the need for a bioswale?
- 6) Do the grant and/or permit conditions (if established) require a bioswale?
- 7) If a bioswale is needed, is there a way to avoid needing a pump station?

<u>Task 2.2 Evaluation of Alternate Solutions</u>: CONSULTANT will evaluate alternative concepts such as gravity inflow to the bioswale as opposed to a pump station, using dual pipes to minimize seawall impacts and to allow phasing of the project to maintain flows during construction. The existing ICPR model will be used and modified to make these assessments.

<u>Task 2.3 Technical Memorandum</u>: CONSULTANT will prepare a Technical Memorandum to document the evaluations and provide recommendations regarding any construction cost savings that can be achieved based alternate design concepts. Figures will be included to illustrate the recommendations along with a modified 60% design Engineer's Opinion of probable construction costs to demonstrate the potential cost savings. Any deficiencies found in the Task 1 evaluation will also be addressed. A meeting will be held with the Town to review the findings and obtain comments. One PDF and two signed and sealed copies of the final Technical Memorandum will be provided to the Town.

Note: the following tasks reflect the completion of design based on the current 60% design assuming there are no changes as a result of the Task 1 and Task 2 evaluations. If changes are recommended in the Task 2.3 Technical Memorandum and the Town decides to pursue those changes, the below tasks and associated fees may need to be adjusted. Some of the subtasks that could be directly affected are noted as Optional.

Task 3: 90% and 100% Design

<u>Task 3.1 Civil Engineering Design</u>: The 60% CADD files provided by the Town will be used to create a new set of construction drawings with the CONSULTANT's title block, revised cover sheet, revised notes, legends, etc. to meet the CONSULTANT's CADD and design standards. The CONSULTANT will perform additional civil design and related revisions to the drawings as needed to bring the drawings to the 90% and 100% levels of completion.

<u>Task 3.2 Structural Engineering Design</u>: The 60% design drawings include plan and section views of three large junction boxes with sizes and dimensions but do not include structural drawing sheets to show the steel rebar placement, structural notes and other structural features. The CONSULTANT will perform these design tasks and add the structural sheets to the 90% and 100% drawing sets.

<u>Task 3.3 Pump Station Design (Optional)</u>: The 60% design drawings include plan and section views of the pump station but do not include structural drawing sheets to show the steel rebar placement, structural notes and other structural features. Mechanical Engineering design for the stormwater pump station will be performed to set the wet well size and determine the horsepower and minimum submergence needed for the pumps. A pump operating schedule will be developed based on hydrologic and hydraulic modeling

parameters. Electrical Engineering design for the stormwater pump station will be performed to coordinate the power source, design the motor control center and related panels, sensors, etc. Note that this is an optional task as it may be determined in Task 2 that a pump station may not be needed.

<u>Task 3.4 Seawall Design (Optional)</u>: The 60% design drawings include plan and section views of modifications to the existing seawall to accommodate the 5'x10' box culvert, but do not include structural drawing sheets to show the steel rebar placement, structural notes and other structural features. The CONSULTANT will perform these design tasks and add the structural sheets to the 90% and 100% drawing sets. Note that this is an optional task as it may be determined in Task 2 that a seawall modification may not be needed.

<u>Task 3.5 Landscaping and Irrigation Design</u>: A landscape architect will make plan revisions for the 90% and 100% design submittals. There has been no irrigation design to-date. Considering the trees and type of grass shown on the plans, irrigation would advisable and, therefore, is included.

<u>Task 3.6 Contract Documents and Specifications</u>: Contract Documents consisting of "front-end" documents and technical specifications shall be prepared for 90% and 100% design submittals. "Front-end" documents shall be provided by the Town for incorporation into the Contract Documents. Specifications in electronic (.pdf format) shall be submitted for Town review at the 90% and 100% stages. One (1) hard copy of technical specifications per submittal can be provided upon Town request.

<u>Task 3.7 Construction Cost Estimate</u>: CONSULTANT shall prepare a detailed Engineer's Opinion of Probable Construction Cost (OPCC). The OPCC will be based on the 90% and 100% levels of design drawings and specifications. The OPCC shall reflect changes in general scope, extent or character of design requirements incorporated during the various design review stages. OPCC in electronic (.pdf format) shall be submitted for the Town's review at the 90% and 100% stages. One (1) hard copy of the OPCC per submittal can be provided to the Town upon request.

<u>Task 3.8 Design Review Meeting</u>: CONSULTANT will attend a meeting with the Town after the 90% design submittal to review the submittal with the Town and obtain the Town's comments to be addressed in the 100% design submittal.

Task 4 - Permitting

It is assumed that no permits have been obtained up to the 60% design stage. Permits are anticipated from the following agencies:

Task 4.1 - South Florida Water Management District (SFWMD)

Task 4.2 - Florida Department of Transportation (FDOT)

<u>Task 4.3</u> - United States Army Corps of Engineers (USACE) (Optional)

<u>Task 4.4</u> - Town of Lake Park building Department

Permit applications will be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid for by the Town. CONSULTANT shall assist the Town in consultations with the appropriate authorities. Consultation services shall include the following:

Attend up to one (1) meeting with the staff of regulatory agencies.

Respond to request(s) for additional information from each regulatory agency.

Note that Task 4.3 is optional depending on the findings of Task 2. If it is determined that USACE permit is required, it should also be noted that it is assumed the USACE will not require a benthic survey of the seabed at the outfall location because this is an existing outfall. USACE may decide differently, however, after reviewing the plans.

The Building Department permit will ultimately be obtained by the selected contractor. The 90% drawings, however, will be submitted to the building department for a cursory review to confirm compliance with the Town's codes.

Task 5 - Bidding Assistance

CONSULTANT will assist the Town with the following for bidding of the project:

<u>Task 5.1 Bid Advertisement</u>: CONSULTANT shall provide Contract Documents in electronic (.pdf format) for Town to issue to prospective bidders. The Town shall receive and process bidding documents and shall maintain a record of prospective bidders to whom bidding documents have been issued.

<u>Task 5.2 Pre-Bid Conference</u>: CONSULTANT shall conduct a pre-bid conference in conjunction with Town staff and provide a written summary of issues discussed in meeting minutes.

<u>Task 5.3 Bid Clarification/Addenda</u>: CONSULTANT shall assist Town in issuing addenda and shall provide supplemental information or clarification, as appropriate, to interpret, clarify, or expand the bidding documents to all prospective bidders during the bid period. Town shall issue all addenda to prospective bidders.

<u>Task 5.4 Contract Award</u>: Town shall conduct the bid opening and prepare a bid tabulation. CONSULTANT shall assist Town in evaluating bids and proposals, including reference checks. CONSULTANT shall submit to the Town a written recommendation concerning the contract award to the lowest responsive responsible bidder.

<u>Task 5.5 Conformed Contract Documents</u>: CONSULTANT shall furnish to the Town conformed Contract Documents in the form of one (1) set of pdf files in electronic format on USB drive and one (1) hard copy of the Contract Book and one (1) 22"x34" drawings.

Assumptions:

- 1. All relevant information that was provided to the previous consulting firm including asbuilt drawings, previous reports, etc. shall be provided to the CONSULTANT.
- 2. Town shall provide information listed in Task 1 with 10 days of the Notice to Proceed (NTP).
- ICPR4 models that were prepared for the Stormwater Master Plan shall be provided to the CONSULTANT in electronic ICPR4 format including Existing Conditions model and Future Conditions model.
- 4. Permits will not be required from the Palm Beach County Department of Health.
- 5. Benthic surveys will not be required.
- 6. Fifteen (soft dig) potholes will be required.

Schedule:

CONSULTANT will provide the project deliverables based on the following number of days after the NTP:

Deliverable	Days from NTP		
Technical Memorandum	90		
90% Design Submittal	160		
Permit Applications	180		
100% Design Submittal	200		

Fees:

Town of Lake Park

Southern Stormwater Outfall Design

Engineering Fee Proposal

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3.7 Cons 3.8 Desig 4 Permitt 4.1 Soutl 4.2 Florid 4.3 Unite 4.4 Town 5 Bidding 5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confe	Landscaping and Irrigation Design	1	3	. 2				\$990	\$15,000
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4.2 Florid 4.3 Unite 4.4 Town 5 Bidding 5.1 Bid A 5.2 Pre-E 5.3 BidG 5.4 Contro 5.5 Confe	ermitting								
4.3 Unite 4.4 Town 5 Bidding 5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confe	South Florida Water Management District	1	6	18			3	\$3,675	
5 Bidding 5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confd	Florida Department of Transportation	1	2	8			3	\$1,735	
5 Bidding 5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confe	United States Army Corps of Engineers (Optional)	1	4	16			3	\$3,065	
5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confe	Town of Lake Park building Department	1	4	- 8			3	\$2,105	
5.1 Bid A 5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confe	Subtotal Task 4	- 4	16	50	0	0	12	\$10,580	\$0
5.2 Pre-E 5.3 Bid C 5.4 Contr 5.5 Confo	dding Assistance								
5.3 Bid C 5.4 Contr 5.5 Confo	Bid Advertisement		4	6				\$1,460	
5.4 Control 5.5 Confo	Pre-Bid Conference		2	4				\$850	
5,5 Confe	Bid Clarification/Addenda	2	6	8				\$2,460	
Labor C	Contract Award	1	3	4			2	\$1,370	
	Conformed Contract Documents		2	4	4			\$1,350	
	Subtotal Task 5	3	17	26	4	0	2	\$7,490	\$0
					189			A 107 447	240.00
		32	239	353	108	0	14	\$107,295	\$46,250
		\$6,240	\$44,215	\$42,360	\$13,500	\$0	\$980		_
Labor	ibor Total Costs	\$107,295							
Subcon	ubconsultant Costs Total	\$46,250				1			
Subcon	ubconsultant Multiplier	1.1							
	ubconsultant Total	\$50,875							
Reimbi	elmbursable Expenses	\$200							
	roject Total	\$158,370							

Southern Stormwater Outfall Replacement

Submitting Consultant: Baxter & Woodman, Inc.

3-3.22

Date

AGREEMENT FOR THE PROVISION OF STORMWATER PROFESSIONAL ENGINEERING SERVICES

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is responsible for maintaining and operating its stormwater drainage system and associated infrastructure; and

WHEREAS, the Town requires a contractor to perform drainage and stormwater engineering services, including but not limited to drainage, stormwater management, planning, modeling, and low impact development; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts which are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected and contracted with a contractor for substantially the same services and pricing as those that are needed by the town; and

WHEREAS, the City of West Palm Beach solicited through a competitive solicitation process pursuant to applicable laws, contracted with the Contractor for it to provide engineering services for substantially the same drainage, stormwater management, planning, modeling, and low impact development services as are now sought by the Town; and

WHEREAS, on April 30, 2021, the Contractor entered into that certain Agreement Number 26968 with the City of West Palm Beach, whereby it contracted to provide stormwater engineering services associated with the City's drainage and stormwater infrastructure, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to enter into a contract with Contractor in accordance with the pricing, terms, and conditions of the contract the Contractor entered into between the City of West Palm Beach for stormwater engineering professional services.

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

- 1. The above stated recitals are true and correct.
- 2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
- b. Upon the request of the Town, provide any such public records.
- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
- e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Agreement with the City of West Palm Beach and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for the Stormwater Engineering Professional Services as are set forth in its agreement executed with City of West Palm Beach on April 30, 2021, a copy of which is attached hereto and incorporated herein.
- 4. The Town agrees to pay for the services to be provided by the Contractor based upon the same terms, pricing and conditions as set forth in the agreement with the City of West Palm Beach.

- 5. The terms, pricing, and conditions of the agreement with the City of West Palm Beach are hereby supplemented and incorporated into this Agreement, as follows:
 - The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for the mobilization necessary to perform the work for the Town. The mobilization costs shall be reflected in a written supplement to this Agreement which shall be attached hereto prior to its execution.
- This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
- 7. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
- 8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

By: Vivian Mendez, Town Clerk

FLORIT

TOWN OF LAKE PARK

By: Michael O'Rourke, Mayor

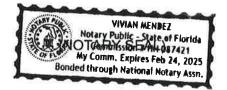
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Thomas J. Baird

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of ______ 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Notary Public, State of Florida

WITNESSES:	Baxter & Woodman, Inc.:
Printed Name Printed Name	Its: Executive Vice President Lebesca Trays Printed
STATE OF FLORIDA	
COUNTY OF PALM BEACH	
The foregoing instrument has been acknot represent the second sec	wledged before me this 4th day of lecca Travis as lecca Travis as lecca Travis as identification.
(NOTARY SEAL) Notary Public State of Fig. Lisa G Broz My Commission HH 192256 Exp. 10/28/2025	

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