



March 29, 2024

Dean Mealy, II NIGP-CPP, CPPO
Town of Palm Beach – Procurement and Contracts Management
951 Okeechobee Road, Suite D
West Palm Beach, FL 33401

RE: *Phipps Ocean Park - Construction Phase Services*

Dear Dean,

The Kimley-Horn and Associates, Inc. team (“Kimley-Horn”) is pleased to submit this proposal to the Town of Palm Beach (“Town”) for providing engineering services related to the Phipps Ocean Park construction phase. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phipps Ocean Park is nearing completion and the Town’s construction manager has prepared the Guaranteed Maximum Price. The Town has requested that Kimley-Horn perform construction phase engineering services to support the Town during the construction of the project. It is understood that the Lifeguard Facility improvements will be funded separately from the other improvements being performed at Phipps Park so fees related to the Lifeguard improvements have been separated accordingly.

Based on this understanding, our detailed scope of services is provided below.

Scope of Services

Permitting Assistance

Kimley-Horn will assist the Town in modifying previously-submitted permit applications listed below as needed to reflect the most recent plan set. Kimley-Horn will maintain issuance dates for issued permits.

- Town of Palm Beach
 - Site
 - Building – Little Red Schoolhouse
 - Building – Coastal Restoration Center
 - Building – North Restroom
 - Building – South Restroom
 - Building – Lifeguard Station
- Florida Department of Environmental Protection
 - Coastal Construction Control Line
- Florida Department of Transportation
 - Access
 - Drainage
 - Utility
 - Landscape

- Palm Beach Health Department
 - Water Utilities

Construction Phase Services

Kimley-Horn will perform the following services during the 15-month construction duration. A more detailed description of each of the services follows.

- Pre-Construction Meeting
- Project Management and Subconsultant Coordination
- Site Visits and Construction Observation (approximately 2-3 per week, up to 160)
- Construction Meetings (up to 65)
- Clarifications and Interpretations
- Change Orders
- Shop Drawings and Samples
- Inspections and Tests
- Applications for Payment (up to 16)
- Substantial Completion
- Final Notice of Acceptability of the Work
- Record Drawings
- Stakeholder Meetings (up to 6)

The following is a more detailed description of the services that will be performed.

Pre-Construction Meeting. Kimley-Horn will attend a Pre-Construction Meeting before the start of construction.

Project Management and Subconsultant Coordination. Kimley-Horn will provide overall project management and coordination of the design team during the construction phase. Project management includes activities related to initiating, planning, executing, controlling, and closing the Project. Activities specific to this project include the follow:

- Attend construction progress meetings, review and prepare reports, and invoicing.
- Management of design team and subconsultants including compiling technical drawings for permit submittals, shop drawing reviews, site visits, construction RFIs and coordination of specific requests/activities of the design team/subconsultant team members.
- Monitoring and updating schedule or services as needed.

Site Visits and Construction Observation. Kimley-Horn will make visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the Town informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Recommendations with Respect to Defective Work. Kimley-Horn will recommend to the Town that Contractor's work be disapproved and rejected while it is in progress if Kimley-Horn believes that such work will not produce a completed Project that generally conforms to the Contract Documents.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the Town.

Change Orders. Kimley-Horn may recommend Change Orders to the Town and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Samples. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Substitutes and "or-equal/equivalent." Kimley-Horn will evaluate the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.

Inspections and Tests. Kimley-Horn may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility. Kimley-Horn's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Kimley-Horn is entitled to rely on the results of such tests.

Disputes between the Town and Contractor. Kimley-Horn will, if requested by the Town, render written decision on all claims of the Town and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Kimley-Horn shall be fair and not show partiality to the Town or Contractor and shall not be liable in connection with any decision.

Applications for Payment. Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will recommend amounts that Contractor be paid. Recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

Substantial Completion. When requested by Contractor and the Town, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor.

Record Drawings. Kimley-Horn will review record drawings prepared by Contractor showing significant changes reported by the Contractor or made to the design by Kimley-Horn. Record drawings are not guaranteed to be as-built, but will be based on information made available.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Town or extensions to the project schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services. An allowance of \$35,000 has been included in the Architectural Subconsultant's fee for services that may be required of the Structural Engineer of Record during the project. Should additional structural services be required, these can be performed as an additional service.

Information and Services Provided by the Town

The following information and services shall be provided to Kimley-Horn by the Town:

- Access to the project site

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually-agreed-upon schedule. It is anticipated that services will begin in June 2024. Construction is expected to be complete in August 2025. Fees for engineering services are based on this duration. Services performed beyond these durations will be considered additional services.

Fee and Billing

Kimley-Horn will perform the scope of services, excluding sub-consultant services, for the total lump sum fee listed below. All permitting, application, and similar project fees will be paid directly by the Town. Lump sum fee will be invoiced monthly based upon the overall percentage of services performed.

Permitting Assistance	\$	34,070
Construction Phase Services	\$	641,928
Construction Phase Services – Lifeguard Station	\$	11,467
Total Lump Sum Fee	\$	687,465

Kimley-Horn will perform sub-consultant services on a labor fee plus expense basis with the estimated labor and expense fee shown below. Kimley-Horn will not exceed the total maximum labor and expense fee shown without authorization from the Town.

Construction Phase Services – Sub-Consultants	\$	1,066,975
Construction Phase Services – Sub-Consultants – Lifeguard Station	\$	118,050
Maximum Labor and Expense Fee	\$	1,185,025

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., dated July 10, 2019, which are incorporated by reference. As used in the Agreement, the term "CONSULTANT" shall refer to Kimley-Horn and Associates, Inc., and the term "TOWN" shall refer to The Town of Palm Beach.

If you concur in all the foregoing and wish to direct us to proceed with the services, please notify us by providing a purchase order for the scope and fee described above.

We appreciate the opportunity to provide these services to you! Please contact me at (561) 840-0820 or kevin.schanen@kimley-horn.com should you have any questions.

Sincerely,
KIMLEY-HORN AND ASSOCIATES, INC.

By:  Kevin Schanen, P.E.
Senior Vice President / Principal

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Phipps Ocean Park - Construction Phase Services									
CLIENT:	Town of Palm Beach									
ESTIMATOR:	TCR 3/29/2024									
DESCRIPTION: See Scope of Services	DIRECT LABOR (HOURS)									
	Principal Engineer	Chief Engineer	Project Manager	Eng. Intern	LA Intern	Sr. Designer	Sr. Admin / Technician	SUB RJI F&S PGAL	EXP	LINE TOTAL
Permitting Assistance										
Permitting			80.0		160.0					\$34,070
Construction Phase Services										
Pre-Construction Meeting	6.0	3.0	4.0	3.0	4.0	3.0	6.0			\$5,771
Site Visits and Construction Observation (up to 160)	80.0		200.0		200.0	80.0	822.0			\$223,938
Construction Meetings (up to 65)	15.0		150.0	80.0	150.0	80.0	132.0			\$95,382
Clarifications and Interpretations	130.0	40.0	210.0	120.0	250.0	160.0				\$164,312
Change Orders	20.0	10.0	35.0	24.0	75.0	32.0				\$32,886
Shop Drawings and Samples			30.0	10.0	35.0	20.0	8.0			\$15,804
Inspections and Tests			35.0	24.0	75.0	32.0	8.0			\$25,003
Applications for Payment (up to 16)			20.0	22.0	20.0	22.0	30.0			\$17,291
Substantial Completion	8.0	4.0	22.0	24.0	22.0	22.0	20.0			\$20,324
Final Notice of Acceptability of the Work	4.0	2.0	10.0	10.0	10.0	10.0	12.0			\$9,719
Record Drawings			35.0	12.0	12.0	12.0	30.0		\$250.00	\$16,837
Stakeholder Meetings (up to 6)	6.0	6.0	18.0	6.0	18.0	6.0	24.0			\$14,661
Landscape Architect Subconsultant (RJI)								\$834,600.00		\$834,600
Architecture Subconsultant (F&S)								\$232,375.00		\$232,375
Lifeguard Stand Subconsultant (PGAL/CMA)			24.0		32.0		20.0	\$118,050.00		\$129,517
TOTAL HOURS	269.0	65.0	873.0	335.0	1063.0	479.0	1112.0	\$1,185,025.00	\$250.00	
LABOR (\$/HOUR)	\$307.28	\$293.55	\$207.34	\$131.84	\$109.27	\$162.15	\$149.71	1.0	1.0	
TOTALS	\$82,658	\$19,081	\$181,008	\$44,166	\$116,154	\$77,670	\$166,478	\$1,185,025	\$250	\$1,872,490