



July 29, 2024

Mr. Dean Mealy  
Town of Palm Beach  
951 Old Okeechobee Boulevard, Suite A  
West Palm Beach, Florida 33401

**Re:     *Mast Arm Traffic Signal Design; Sunset Avenue & Bradley Place  
          Town of Palm Beach, Florida***

Dear Mr. Mealy:

Kimley-Horn and Associates, Inc. ("Kimley-Horn") is pleased to submit this agreement to the Town of Palm Beach ("the Client", "Town" or "You") for providing professional engineering services associated development design plans related to the development of traffic signal mast-arm plans at the intersection of Sunset Avenue & Bradley Place in the Town of Palm Beach, Florida.

### **Project Understanding**

It is our understanding that the Town desires to construct a traffic signal at Sunset Avenue & Bradley Place. We have prepared this agreement to prepare mast-arm signal design plans.

### **Scope of Services**

#### ***Base Mapping***

Kimley-Horn will obtain available survey information at the subject intersection. This survey will be used as the basis for the signal plans. Kimley-Horn will review the intersection in the field using the base map plot as a reference. If additional survey information is needed, it will be performed as Additional Services.

#### ***Signal Plan Preparation***

Kimley-Horn will develop a Signal Plan for the subject location. We will attend one kick-off meeting with the Town to discuss project details. The Signal Plan will indicate the location of the proposed signal poles and mast arms, controller, mast arm orientation, signal head placement, pedestrian signal heads and pushbuttons, and electrical service. Kimley-Horn will coordinate with the Town of Palm Beach Public Works Department to determine the location or relocation of the signal hardware. We will also coordinate with utility owners in the area to obtain information about existing utilities and to identify potential conflicts.

Kimley-Horn will submit the Signal Plans to the Town of Palm Beach Public Works Department and attend one plan review meeting with Town staff. Kimley-Horn will prepare an engineer's opinion of probable cost and reference the FDOT standard specifications and provisions.

Kimley-Horn will coordinate with Town Staff to address comments on the preliminary design and then

proceed to prepare the Final Signal Plans Package.

### ***Final Signal Plan Preparation***

Kimley-Horn will prepare a set of traffic signal design plans and furnish a Signal Plans Package in accordance with professionally accepted traffic signal plans preparation standards. Each Signal Plans Package will include proposed conduit layout, pay items, general notes, key sheet, detector schedules, traffic signal head legend, the mast arm structural plan sheets, signal operations plan (SOP), and previously incorporated comments. If easements are required, Kimley-Horn will obtain sketch and legal descriptions for the proposed easements. Easement agreement preparation and negotiations will be performed by others. Kimley-Horn will prepare, if requested by you, one conceptual-level graphic representation of the proposed signal construction at each easement location.

The Signal Plans Package will consist of: (1) Key Sheet; (2) General notes; (3) Tabulation of quantities; and (4) Signalization plan by which to install the mast arm assemblies, signal heads, vehicle detectors, and other equipment in the construction of the traffic signal at the subject intersections. Mast arm design sheets will be included as part of the Signal Plans Package. Kimley-Horn will prepare an updated engineer's opinion of probable cost and reference the FDOT standard specifications and provisions.

The Signal Plan Package will be submitted to the Town of Palm Beach Public Works Department for their review and comment. Kimley-Horn will meet once with the Town to review comments and will coordinate with the Town regarding any comments.

Kimley-Horn will coordinate with a subsurface utility location firm to obtain underground and overhead utility locations. Soft-dig information will be provided at each of the proposed pole locations.

### ***Mast Arm Structural Calculations***

Geotechnical design data is required for the mast arm foundation design. Kimley-Horn will coordinate with a licensed geotechnical engineer to obtain the appropriate Standard Penetration Test (SPT) soils boring information and provide a boring report suitable for mast-arm foundation design to Kimley-Horn.

The mast arm structural calculation requires relative spot elevations at the pole location and at the crown of the roadway beneath each mast arm overhang. As described, the elevations at the subject intersection shall be provided in the survey.

Kimley-Horn will review the soil boring data and spot elevations and coordinate with the Town's preferred signal pole fabricator to prepare structural calculations. The fabricator shall perform the design of the mast arm structures at the subject intersections (including mast arm, upright and arm-upright connections, base plate, anchor bolts, and foundation) based on Kimley-Horn's signal design. The fabricator shall provide structural calculations. The mast arm design plan sheets and calculations shall be developed in accordance with FDOT design requirements. If the fabricator does not perform structural calculations, Kimley-Horn will perform the calculations as Additional Services.

### ***Lane Utilization / Striping Plans***

Kimley-Horn will review the laneage along Bradley Plan to determine in restriping lanes may provide operational benefit. The limits of the restriping investigation will be Royal Poinciana Way to the south

and the approaches to the intersection of Bradley Place & Sunset Avenue to the north. No changes to curb lines, elevations, or drainage will be included as part of this plan. The result of this task will be a striping and signage plan sheet with quantities and general notes. No permitting with FDOT is included in this task.

### ***Bid Phase Services***

We will attend the pre-bid meeting and provide answers to questions during the bidding process. We will review the bid proposal of the apparent low bidder and provide a summary memo of our findings. It is understood that the Town will administer the bidding process in-house.

### ***Construction Phase Services***

*Pre-Construction Conference.* Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of construction activity.

*Progress Meetings.* Kimley-Horn will conduct progress meetings during the pre-construction period, weekly progress meetings during the first three months of the project duration, and bi-weekly progress meetings during the second three months of the project duration (up to 20 meetings).

*Visits to Site and Observation of Construction.* Kimley-Horn will visit the site an average of twice per week during the six-month project duration in order to observe the progress of the work (up to 48 visits). Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the Town informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Kimley-Horn does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

*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, on the basis of its observations, 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 and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made 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 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. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.

*Substitutes and "or-equal."* Kimley-Horn will evaluate and determine the acceptability of substitute or "or-equal" 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 as Kimley-Horn deems appropriate, and may receive and review certificates of inspections within Kimley-Horn's area of responsibility or of tests and approvals required by laws or the Contract Documents. Kimley-Horn's review of certificates will be for the purpose of determining that the results certified 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 requirements of the Contract Documents. Kimley-Horn shall be entitled to rely on the results of such tests.

*Disagreements between Client 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 Town or Contractor and shall not be liable in connection with any decision rendered in good faith.

*Applications for Payment.* Based on its observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such 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. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. 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.* Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with the Town and Contractor, 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 determine if 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. Accompanying the recommendation for final payment, Kimley-Horn shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn. We will review record drawings created by the Contractor and provide comments.

### **Additional Services**

The following services are not included in the scope of services but can be provided as additional services if authorized by the Client. Compensation for additional services will be agreed to prior to their performance.

- Plan revisions outside of those described in the above tasks
- Utility relocation plans
- Permitting with agencies other than the Town of Palm Beach
- Attendance at additional meetings or at public hearings
- Preparation of emergency vehicle pre-emption plans
- Traffic counts to determine initial signal timings
- Development of design modifications due to revisions in Florida Department of Transportation design standards
- Preparation of additional plan sets

Additionally, if a temporary signal is required prior to or during the construction of mast arms at any of the subject intersections, temporary signal design, and structural calculations will be provided as Additional Services.

### **Schedule**

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

### **Fee And Billing**

Kimley-Horn will perform the services described in this Scope of Services for the total lump sum fee of \$129,382.92. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Town. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

### **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" or "CLIENT" 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 fees described above.

We appreciate the opportunity to propose these services to you.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

By:



Kevin Schanen, P.E.  
Vice President



Adam B. Kerr, P.E.  
Project Manager

Attachment