



March 16, 2018

Mr. Michael A. Roach, P.E.
Town of Palm Beach
951 Old Okeechobee Road, Ste. "A"
West Palm Beach, FL 33401

Re: FY 2018 Signals Construction Phase Services

Dear Mike,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this proposal to the Town of Palm Beach ("Town" or "Client") for providing engineering services related to construction administration for the *FY 2018 Signals* project. Our Project Understanding, Scope of Services, and Fee follow.

Project Understanding

The Town has completed the design phase to replace the traffic signals at the intersections of Cocoanut Row and Clarke Avenue as well as Bradley Place and Sunrise Avenue in FY 2018. The Town has requested that Kimley-Horn provide construction phase services for the project.

Based on this understanding, we offer the following Scope of Services.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

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

Progress Meetings. Kimley-Horn will conduct 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 18 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 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.

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 schedule noted below, will be considered additional services and will be performed based on proposals approved prior to performance of the additional services.

Information and Services Provided by the Town

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

- Access to the 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 May 2018. The project is expected to be complete in October 2018. Fees for engineering services are based on these durations.

Fee

Kimley-Horn will perform the scope of services on an hourly basis in accordance with our contract with the Town. It is recommended that a budget of \$63,627.50 be established for this work.

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 January 27, 2016, 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) 840-0843 or brett.johnson@kimley-horn.com should you have any questions.

Sincerely,



By: Kevin Schanen, P.E.
Vice President



Brett Johnson, P.E.
Project Manager