



April 18, 2023

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

**RE: *Construction Phase Services Proposal – A-39 Wastewater Pump Station Structural Repairs***

Dear Dean,

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 professional engineering services during the construction phase of the A-39 Wastewater Pump Station Structural Repairs in the Town of Palm Beach. Our project understanding, scope of services, and fee follows.

**Project Understanding**

Kimley-Horn is currently performing professional engineering services related to the structural repairs at the A-39 Pump Station. The Town is currently expediting the structural repairs to be completed in FY2023 rather than FY2024. The Town has requested Kimley-Horn to provide construction phase services for the project. The project is expected to begin in July 2023 and have a duration of approximately four (4) months.

**Scope of Services**

*Construction Phase Services*

We will provide construction phase services for the project for the purpose of providing assistance to the Town during construction. We believe this to be the level of services required to provide the required to determine if the project is being constructed in general accordance with the plans and specifications. Our construction phase services and fees are based on a project duration of four months.

***Pre-Construction Services.*** We will perform the following services prior to commencement of Work at the Site.

- We will attend a Pre-Construction Conference prior to commencement of Work at the Site.

***Progress Meetings.*** Kimley-Horn will attend up to nine (9) bi-weekly progress meetings during the anticipated 4-month project construction duration.

***Visits to Site and Observation of Construction.*** Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will periodically visit the site during the expected 4-month construction duration in order to observe the progress of the Work (up to 36 total site visits). Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend

to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, 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.

The purpose of our site visits will be to enable us to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the Town a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall we have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with 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 to Client as appropriate to the orderly completion of Contractor's work. 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. It is anticipated that 12 submittals will be required for review. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and 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, but subject to the provisions of applicable standards of state or local government entities.

**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 and regulations or the Contract Documents. We anticipate providing a review of the following items during the course of the construction:

- We will provide field assistance during review of the roof replacement.

Kimley-Horn's review of such items 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. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified.

**Applications for Payment.** Based on its observations and on review of applications for payment and accompanying supporting documentation, Kimley-Horn will determine the amounts that Kimley-Horn recommends the Contractor be paid. It is anticipated that four (4) applications for payment will be reviewed. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to the Town, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of 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.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. It will also not impose responsibility on Kimley-Horn to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to the Town free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between the Town and Contractor that might affect the amount that should be paid.

**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 such observations, Kimley-Horn believes that such work will not produce a completed Project that conforms generally to Contract Documents.

**Substantial Completion.** Kimley-Horn will, promptly after notice from Contractor that it considers the entire 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. If after considering any objections of the Town, Kimley-Horn considers the Work substantially complete, Kimley-Horn will notify the Town and Contractor. We anticipate completing the following items once the project is deemed substantially complete:

- We will review Record Drawings and Operation and Maintenance Manuals prepared by the selected contractor.

***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, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will 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 upon which it is entitled to rely. We will review and provide comments on the operation and maintenance manuals and project record drawings submitted by the contractor.

***Limitation of Responsibilities.*** Kimley-Horn shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Kimley-Horn shall not have the authority or responsibility to stop the work of any Contractor.

### **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the Town prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Construction phase services including site visits, progress meeting attendance, pay application review, etc. for construction durations extending past those assumed in this proposal
- Surveying and Mapping
- Record Drawing data collection and development
- Field Engineering
- Off-site improvements.

### **Information Provided by the Town**

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to Kimley-Horn by the Town during the project.

- Access to the site.

### **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 on a lump sum basis for the amount of \$64,350.00 in accordance with our Contract with the Town. Fees will be invoiced monthly based on a percentage of services performed as of the invoice date.

## 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, 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.

Should you have any questions, please feel free to call me at (561) 840-0256.

Very truly yours,

**KIMLEY-HORN AND ASSOCIATES, INC.**



By: Jason Lee, P.E.  
Vice President

Attachment

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## ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	A-39 Pump Station Structural Repairs Construction Phase Services	SHEET 1 of 1											
CLIENT:	Town of Palm Beach	FILE NO.											
ESTIMATOR:	JRL	DATE: 04/18/23											
		ALLOCA 0.0000											
DESCRIPTION:	See Scope of Services	DIRECT LABOR (MAN-HOURS)											
		Principal	Chief Engineer	Sr. Engineer	Senior Prof. Engineer	Registered Prof. Engineer	Eng. Int.	Analyst	Admin/Clerical	Sr. Tech.	SUB (C&W)	EXP	LINE TOTAL
<b>Construction Phase Services</b>													
Attend Town Precon Meeting Const Phase			3.0			3.0				3.0			\$1,722
Site Visits (up to 36 visits)		4.0	8.0			36.0			36.0	108.0			\$26,415
Progress Meetings (up to 9 total meetings)		2.0	8.0			36.0			9.0	27.0			\$12,932
Recommendation to defective work		1.0	2.0			8.0							\$2,148
Clarifications, Recommendations, Substitutes		2.0	2.0			8.0							\$2,447
Review Shop Drawings (up to 12 submittals)			10.0			36.0			6.0				\$9,151
Review Payment Applications, Change Order Requests			4.0			12.0				4.0			\$3,576
Substantial Completion Site Visit Punchlist			2.0			6.0			2.0	6.0			\$2,485
Final Completion		1.0	1.0			6.0				6.0			\$2,318
Review record drawings			1.0			3.0				3.0		\$5	\$1,157