



July 24, 2023

Dean Mealy, II NIGP-CPP, CPPO
Town of Palm Beach – Procurement & Contract Management Division
951 Okeechobee Road, Suite 'D'
West Palm Beach, FL 33401

RE: *Town-Wide Undergrounding of Utilities Program: Phase 7 North 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 Phase 7 North construction phase for the Town-wide Undergrounding of Utilities Program. Our project understanding, scope of services, schedule, and fee follow.

Project Understanding

The design phase of Phase 7 North is nearing completion and the Town's construction manager is preparing 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 undergrounding.

It is understood that work is anticipated to begin in September 2023. This sub-phase is located between Country Club Rd and Via Marila.

It is understood that FPL, AT&T, and Comcast all have facilities on utility poles to varying degrees. These poles are generally located in rear-lot easements or in the public right-of-way. New underground infrastructure will be installed within the road rights-of-way and in new front-lot easements. Once the new facilities have been installed, activated, and the services cut over, the rear-lot poles and wires will be removed.

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

Scope of Services

Kimley-Horn will perform the following services during the 18-month construction duration. A more detailed description of each of the services follows.

- Pre-Construction Meeting
- Site Visits and Construction Observation (approximately 2-3 per week during conduit/equipment installation and 1-2 times per week during demolition, up to 169)
- Construction Meetings (bi-weekly, up to 39)
- Utility coordination meetings (FPL, ATT, Comcast, FPU, up to 4)
- Clarifications and Interpretations

- Change Orders
- Shop Drawings and Samples
- Inspections and Tests
- Applications for Payment (up to 18)
- Substantial Completion
- Final Notice of Acceptability of the Work
- Record Drawings
- Utility owner walk-throughs / coordination (FPL/ATT/Comcast)
- Customer-owned service building department assistance

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.

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.

Construction Meetings. Kimley-Horn will attend construction meetings.

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 conduit and equipment placement record drawing 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.

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 September 2023. Construction is expected to be complete in February 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 meetings, 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.

Construction Phase Services	\$299,219
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Kimley-Horn will attend meetings 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.

Meeting Attendance [Construction Phase]	\$ 55,239
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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 Master Professional Services Agreement between the Town of Palm Beach and Kimley-Horn and Associates, Inc., Professional Engineering Services for the Town-Wide Undergrounding of Utilities Program RFQ No. 2016-07, 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.

A handwritten signature in blue ink, appearing to read 'KS' or 'K. Schanen', is positioned above the typed name.

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

Attachment

ESTIMATE FOR ENGINEERING SERVICES

PROJECT:	Town-Wide Undergrounding of Utilities Program: Phase 7 North Construction Phase Services						SHEET 1 of 1					
CLIENT:	Town of Palm Beach						FILE NO.					
ESTIMATOR:	BAJ						DATE: 7/24/2023					
DESCRIPTION: See Scope of Services			DIRECT LABOR (HOURS)									
			Principal Engineer	Chief Engineer	Project Manager	Sr. Prof. Eng / Sr. LA	Eng. Intern	Specialist / Field Tech.	Admin / Tech.	SUB (MR, WP)	EXP	LINE TOTAL
Construction Phase Services (Lump Sum)												
Pre-Construction Meeting			2.0		2.0		4.0	2.0	2.0	\$2,624.00		\$4,820.44
Site Visits and Construction Observation (up to 169)			24.0		54.0		54.0	676.0		\$10,568.00	\$900.00	\$128,712.90
Clarifications and Interpretations			12.0		24.0		48.0	48.0		\$27,200.00		\$50,291.96
Change Orders					18.0		36.0	36.0				\$14,553.36
Shop Drawings and Samples					10.0		20.0	10.0	8.0			\$7,686.52
Inspections and Tests					8.0		18.0	18.0	8.0			\$7,878.38
Applications for Payment (up to 18)					18.0		18.0	36.0				\$12,203.10
Substantial Completion			4.0		16.0		16.0	16.0	4.0	\$2,260.00		\$12,718.24
Final Notice of Acceptability of the Work			2.0		8.0		8.0	12.0	2.0			\$5,745.04
Record Drawings					24.0		12.0	12.0			\$250.00	\$10,310.68
Utility Owner Walk-Throughs / Coordination (FPL/ATT/Comcast)			12.0		24.0		24.0	24.0	8.0	\$21,842.00		\$39,595.88
Customer-Owned Service Building Permit Assistance					4.0		8.0			\$2,500.00		\$4,702.24
Meetings [Construction Phase] (Hourly)												
Construction Meetings (up to 39)					39.0		39.0	39.0		\$21,424.00	\$325.00	\$49,538.84
Utility Coordination Meetings (up to 4)					8.0		8.0	8.0				\$5,700.48
TOTAL HOURS			56.0	0.0	257.0	0.0	313.0	937.0	32.0	\$88,418.00	\$1,475.00	
LABOR (\$/HOUR)			\$307.29	\$293.71	\$289.42	\$194.89	\$130.57	\$128.98	\$111.39	1.0	1.0	
TOTALS			\$17,208.24	\$0.00	\$74,380.94	\$0.00	\$40,868.41	\$120,854.26	\$3,564.48	\$88,418.00	\$1,475.00	\$354,458.06