

Proposal to Provide
Engineering Services for
WTP Membrane Plant #2 (M2) Expansion
Construction Phase Services

Services to be provided by: Kimley-Horn and Associates, Inc. (Kimley-Horn)

Services provided to: Village of Wellington (Village)

Proposal Date: March 17, 2025

This Work Authorization authorizes Kimley-Horn and Associates, Inc. to perform work set forth herein and is issued pursuant to the Agreement for Consulting Services, between the Village of Wellington ("Client" or "Village") and Kimley-Horn and Associates, Inc. ("Consultant" or "Kimley-Horn"). All terms and conditions of said Agreement are hereby incorporated and made part of this Work Authorization.

BACKGROUND

Kimley-Horn recently prepared drawings and specifications for expansion of the existing Nanofiltration (NF) trains #6, #7 and #8 as part of the M2 expansion in accordance with the membrane master plan. The deliverables were permitted through the Palm Beach County Health Department under 138260-372-WC to expand the train rated capacity from 1.8 MGD to 2.4 MGD of permeate production. The Village received a Guaranteed Maximum Price (GMP) from their Construction-Manager At-Risk and desires to move forward with implementation of the improvements. Accordingly, the Village has requested Kimley-Horn prepare a scope of services to assist during the construction phase for the proposed improvements. The following scope of services is provided to attend meetings, review shop drawings, observe installation and startup testing for the new chlorine system.

SCOPE

Consultant will provide support and information in preparation of the building permit application for processing by the Village Building Department and provide electronic sets of signed/sealed drawings and specifications for submittal. The permitting process will be initiated with the Contractor whom is awarded this project.

Consultant will review and /or take other appropriate action with 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, sequences, schedules, or procedures of construction or to related safety precautions and programs. It is anticipated that up to thirty (30) shop drawings will be submitted and a 2nd resubmittal of a portion of those shop drawings will be required. This proposal assumes up to forty-five (45) total shop drawing reviews will be required. Consultant will review the submittals and return copies to the Contractor and Owner.

Consultant will respond to a reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents (estimated to be five or less) to Client as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the Owner.

Consultant may recommend Work Change Directives or Change Orders to the Owner and will review and make recommendations related to Change Orders submitted or proposed by the Contractor (estimated to be two or less). Consultant 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 (estimated to be four or less).

Consultant will attend a Pre-Construction Conference prior to commencement of work at the site and attend up to twenty-four (24) progress meetings at the work site, which is anticipated to occur over fourteen (14) month duration. The first four (4) months it is assumed one meeting per month will be appropriate and during the last ten (10) months of the project duration, it is assumed that two (2) times per month progress meetings will be scheduled. Consultant will prepare meeting agenda for each monthly progress meetings. Within one week of each respective progress meeting, Consultant will prepare and distribute meeting minutes that summarize the major discussion topics from the meeting.

Consultant will provide on-site construction observation services during the construction phase. It is assumed that construction contract duration will be approximately 10 months, and observation will occur throughout that time frame. Consultant representative will visit the site up to ninety (90) times during the expected anticipated 14-month construction duration. It is assumed that the first 4 months of the project will consist primarily of shop drawing review and will require minimal on-site observations to be made by the Consultant (~10 site visits). The remaining ten (10) months of the project require the Consultant to be on-site on a more frequent basis since the project will be under active construction. Consultant assumes this 10-month period of construction will require approximately two (2) visits per week to observe the work for conformance with the Contract Documents (~80 site visits). Such visits and observations by the Consultant's representative 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 Consultant representative's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant's representative will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Owner informed of the general progress of the Work. Consultant's field representative will prepare field reports of each site visit describing observations witnessed during site visits.

The purpose of Consultant representative's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement, and to provide the OWNER a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant 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 the Consultant 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.

Consultant will recommend to the Owner that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Consultant will review up to fourteen (14) contractor payment applications pencil copies and where necessary, provide feedback regarding the percentage of work complete. This scope does not include final payment application review with signed recommendation for payment as this is not typically performed for CMAR contracts.

Start-up of the new equipment will be facilitated by the Contractor. Consultant will observe startup of each NF train upon completion of the construction improvements. It is assumed that up to two (2) days of startup testing will be required for each of the three (3) NF trains to be modified, for a total of six (6) visits. Consultant will review and summarize startup data for new equipment prior to recommending Owner acceptance of said equipment.

Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with the Owner 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 Owner, Consultant considers the Work substantially complete, Consultant will notify the Owner and Contractor. Consultant anticipates completing the following items once the project is deemed substantially complete:

- Consultant will prepare and submit the construction completion certifications for the PBCHD permit if the construction is found to be in general accordance with the plans and specifications upon completion of the improvements
- Consultant will review contractor furnished red-lined record drawing information and operation and maintenance manuals as required under the certification of completion. Consultant will review the red-lined record drawings and note substantial deviations. Consultant will review and provide comments on the operation and maintenance manuals and project red-lined record drawings submitted by the contractor.

Multiple punch-lists will be prepared for the items that need to be completed for final closeout of the project. Consultant will provide up to two (2) site visits with the contractor to review the status of the completion of these punch-list items. The site visits will be used to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant will also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Consultant assumes that up to three (3) requests for partial clearance from PBCHD will be required as part of this project. This will consist of two (2) partial requests for the first two (2) trains modified followed by a request for final release upon completion of the third NF train. These requests will be submitted to the PBCHD, consisting of certification application, pressure test

results, and contractor red-lined record drawings if the work is found to be in general conformance with the plans and specifications.

Consultant will provide project management consisting of meeting attendance, coordination of Consultant's staffing on project, QA/QC, review of Contractor schedule, coordination with subconsultants, administrative work including filing of all documentation, meeting notes, letters, etc. It is estimated that approximately thirty (30) hours of administration time and fifteen (15) hours of professional time will be required for this task.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope, as well as any changes in the scope requested by the Village, will be considered additional services to this Work Authorization and will be performed based on subsequent Work Authorizations approved prior to performance of the additional services.

COMPENSATION

Kimley-Horn will invoice the Village based on the following:

- Billing will be based on time and materials, plus reimbursable expenses, with a brief description of services provided
- The fee shall not exceed \$154,845.00 without prior approval from the Village
- Consultant will not provide additional services without prior approval from the Village

SCHEDULE

The Kimley-Horn fee structure assumes timely completion within the terms of the construction contract. Failure of the Client's contractor(s) to complete the projects within the original contract term may result in an adjustment to the Kimley-Horn's compensation, subject to mutual acceptance of the Client and the Kimley-Horn.

Accepted by:

Village of Wellington

Kimley-Horn and Associates, Inc.



Jason R. Lee, P.E.

Vice President

Date: _____

Date: 3/17/2025

