

**Proposal to Provide  
Engineering Services for  
Raw Watermain Improvements  
Construction Phase Services**

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

**Services provided to:** Village of Wellington (Village)

**Proposal Date:** August 11, 2023

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 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 and secured a construction permit from the Palm Beach County Health Department (PBCHD) for improvements to the Raw Watermain (RWM) at the Water Treatment Plant (WTP) site. The scope of services under Purchase Order 230390 included design and permitting of the proposed improvements, only.

The Village utilized the design plans and specifications to secure proposal from their Construction Manager At-Risk (CMAR). 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, witness installation and testing, and submit clearance documentation to the PBCHD for project closeout.

**SCOPE**

Consultant will attend one (1) pre-work meeting with Village staff and CMAR.

Consultant will provide coordination with the Village's CMAR and respond to reasonable number of questions.

Consultant assumes construction schedule to be approximately six (6) months with approximately two (2) months of active construction. Consultant assumes no progress meeting will be held until construction commences. Consultant assumes the final two (2) months of the project will require bi-weekly progress meetings for a grand total of four (4) progress meetings. Consultant assumes the Village's CMAR will prepare agenda and distribute meeting minutes.

Consultant will periodically visit the site during the expected 2-month construction duration in order to observe the progress of the Work. Consultant assumes twenty (20) site visits will be necessary for construction oversight. Such visits and observations by Consultant 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's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep the Village 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 Consultant, and to provide the Village 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 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, Consultant 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.

Consultant will review shop drawing submittals from the Village's CMAR. We anticipate seven (7) original shop drawings will be submitted for review based on CMAR GMP submittal log. We assume there will be five (5) resubmittal reviews, accounting for twelve (12) total shop drawing reviews.

Consultant will review "pencil copy" of CMARs payment application and make recommendations for percentage complete based on the project progress. Consultant's review will be limited to the percent progress with respect to each task and will not sign or make recommendations for payment/non-payment.

Consultant will witness pressure testing of the new RWM. Consultant assumes up to three (3) different pressure tests will be required to clear segments of the RWM.

Consultant will prepare a punch list of items for CMAR to address prior to project completion. Consultant will attend one (1) site visit to confirm completion of punch list items.

Consultant will prepare Request for Clearance as required per construction permit for this project. Consultant will coordinate with Palm Beach County Health Department (PBCHD) and perform walk through of project with the department upon completion of the project.

### **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 \$21,442 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.

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Jason R. Lee, P.E.

Vice President

Date: \_\_\_\_\_

Date: 8/11/2023

