



April 15, 2019, Revised August 6, 2019

Tim Pinter, P.E.
Public Works Director
City of Marco Island
50 Bald Eagle Drive
Marco Island, Florida 34145

Re: Professional Service Proposal for Water Quality and Drainage Improvement, Marco Beach, Unit 6, City of Marco Island, Florida

Dear Mr. Pinter:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "ENGINEER" or "Kimley-Horn") is pleased to submit this letter agreement (the "Agreement") in accordance with the terms and conditions set forth in contract 13-001 between Kimley-Horn and the City of Marco Island (hereinafter referred to as the "CITY" or the "Client"), for providing professional engineering consulting services on the project located in the City of Marco Island, Florida. Our project understanding, scope of services, and fees as follow.

PROJECT UNDERSTANDING

The City of Marco Island (CITY) is requesting professional engineering and surveying services for the design of water quality and drainage improvements in the residential neighborhood that is part of the Marco Beach Unit 6 Plat. Kimley-Horn and Associates, Inc. (ENGINEER) has been selected by the City to complete these services. This Scope of Services is for the Professional Design Services associated with this Project.

The Project area encompasses the areas along Buttercup Court, Manor Court., Greenbrier Street, and Wintergreen Court. The area is primarily single-family residences along local roads with open drainage. The project intent is to improve drainage functions along with providing a water quality enhancement.

The Scope of Work for this project includes Surveying, Design, Preparation of Construction Documents, and Coordination with City and Public Utilities.

SCOPE OF SERVICES

Task 1: Survey

The ENGINEER's subconsultant will complete a survey of the project area to complete construction documentation for the project. This survey will be completed in accordance with the minimum technical standards as set forth in Chapter 5J-17 FAC. This will include cross sections along the route on an approximate 100-foot interval basis. Visible surface improvements will be located. Elevations will be obtained at the located features and subdivision plat maps will be used for the right-of-way survey location.

Surveyor will establish a baseline and set benchmarks along San Marco Boulevard, Manor Terrace, Wintergreen, Buttercup and Robin Courts, and Greenbrier Street. This will be the control for the right-of-way and topographic survey.

Surveyor shall locate sufficient property corners, and/or right-of-way monuments along the routes, to establish and document the existing right-of-way line(s). Surveyor shall create a basemap, using the linework established for the right-of-way determination, plat linework for the plat of Marco Beach, Unit 6, and linework from the Collier County Property Appraisers website. Property addressing shall be determined from Collier County Property Appraisers records and incorporated into the plan drawings and files.

Surveyor will prepare a Topographic Survey for the proposed project along the subject roadways, consisting of the following items: Obtain topographic information, on both sides of the right-of-way for the subject roadways, extending out to 10 feet beyond the right-of-way line. When possible, shall also get an elevation shot close to e garage doors. Features located will be comprised of the visible existing utilities, driveway aprons, marked utilities, culverts, inlets (inverts if they can be accessed), significant landscape features, light poles, boxes, signal poles if present, and drainage swales.

Note: Easements, other than those shown on the recorded subdivision plats, if any, will be shown only if information is provided by the CITY.

The horizontal control will be based the Florida State Plane Coordinate System, Florida East.

Task 2: Preliminary Design of Alternatives

Upon completion of Tasks 1, Kimley-Horn will prepare no more than three (3) Conceptual Design Alternatives. The Conceptual Design Alternatives shall be developed to address the goals of improved drainage function and water quality improvement. With each concept constructability, cost, overall public benefit, and consideration of permit requirements will be evaluated.

Kimley-Horn the subconsultants will prepare exhibits and project descriptions for each Conceptual Design Alternative. Exhibits, project descriptions, and preliminary calculations will be suitable for subsequent meetings prior to design and permit application preparations.

Deliverables:

- One (1) 2'x3' graphical depiction of each Design Concept Alternative
- One (1) project description for each Design Concept Alternative
- One (1) set of preliminary drainage calculations for each Design Concept Alternative
- One (1) set of preliminary water quality treatment calculations for each Design Concept Alternative

Task 4: 30% Concept Plan Development

After selection of the approved alternative the ENGINEER will prepare a 30% Plan that illustrates the current drainage patterns, conceptual drainage improvements, and water quality improvement components. This plan can also be used for a Public Involvement portion of the project, if any, that is described in Task 5. The CITY shall approve the 30% Concept Plans prior to commencing with future design efforts.

Task 5: Construction Documents and Permitting

The ENGINEER will prepare Construction Documents for the 60%, 90%, and Final phase. The ENGINEER will use the approved 30% Plan to develop a 60% set of Construction Documents for the CITY to review. After receipt and incorporation of the CITY's review comments, the

ENGINEER will use the plans for submittal to Utility Providers and the South Florida Water Management District (SFWMD). As part of this task, the ENGINEER will prepare and submit a permit exemption or General Permit application to the SFWMD for the proposed improvements.

The ENGINEER will incorporate CITY's plan review comments to develop the 90% set of Construction Documents for review by the CITY. The ENGINEER will incorporate any final comments to prepare the Final Construction Documents for the CITY to use in bidding the project to qualified contractors. The Final Construction Plan set will include:

- Cover Sheet
- General Notes
- Summary of Quantities
- Typical Sections
- Horizontal Control
- Drainage Plans
- Utility Adjustments, if required
- Erosion Control and Details
- Maintenance of Traffic

The ENGINEER will use the current FDOT indexes and specifications, and CITY details for these plans to prepare the project Bid Documentation. The scope of work for design will not include the design for any retaining walls or boardwalks if these are deemed to be necessary based on field conditions.

Task 6: Bid Documentation Preparation and Bid Assistance

The ENGINEER will assist CITY in preparation of Bidding Documents and issue addenda during the bidding process. This task will include preparation of bid documents and specifications for project based on the approved Final Construction Documents, and responses to requests for additional information during the bid process. The CITY will provide the Front End specifications to be included in the Bidding Documents.

Task 7: Limited Construction Phase Services

- A. Construction Progress Meetings: Attend up to four (4) construction progress meetings. Attendance will be at the request of the CITY and it is anticipated that the requests will be to review a specific issue.
- B. Limited Construction Observation: Provide on-site, limited construction observation services during the construction phase of the project during periods of active construction not to exceed a total of twelve (12) hours. Observations will vary depending on the type of work being performed by the contractors, the location, and the contractors' schedules. Should additional observation be required, the service will be considered an additional service.

Such visits and observations by ENGINEER 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 ENGINEER's exercise of professional judgment. Based on information obtained during such visits and such observations, ENGINEER will evaluate whether Contractor's work is generally proceeding in accordance with the Contract

Documents, and ENGINEER will inform the CITY of the specific observations made during the visit.

The purpose of ENGINEER's visits to the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned in this Agreement to ENGINEER during the construction phase by the CITY, and, in addition, by the exercise of ENGINEER's efforts, to provide the CITY a greater degree of confidence that the completed Work will conform in general to the Contract Documents and that the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor. ENGINEER will 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 will ENGINEER 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, ENGINEER 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.

- C. **Recommendations with Respect to Defective Work:** Recommend to the CITY that Contractor's work be disapproved and rejected while it is in progress if, based on such observations, ENGINEER believes that such work will not produce a completed PROJECT that conforms generally to Contract Documents or that it will prejudice the integrity of the design concept of the completed PROJECT as a functioning whole as indicated in the Contract Documents. Engineer to provide a copy of the recommendations to the Contractor.
- D. **Clarifications and Interpretations:** Respond to reasonable and appropriate contractor requests for information. Issue necessary clarifications and interpretations of the Contract Documents to the Contractor and the CITY as appropriate to the orderly completion of Contractor's work. Such clarifications and interpretations will be consistent with the intent of the Contract Documents. Field Orders authorizing variations from the requirements of the Contract Documents will be developed by the ENGINEER and approved by the CITY.
- E. **Change Orders:** Recommend Change Orders to the CITY, as appropriate. Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- F. **Disagreements between CITY and Contractor:** As necessary, render written decision on all claims of the CITY and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, ENGINEER will be fair and not show partiality to the CITY or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.
- G. **Substantial Completion:** Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with the CITY 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 CITY, ENGINEER considers the Work substantially complete; ENGINEER shall notify CITY and Contractor in writing.

- H. Final Notice of Acceptability of the Work: 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 ENGINEER may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services provided by ENGINEER under this Agreement and based upon information provided to ENGINEER upon which it is entitled to rely.

Task 9: Certification

- A. Record Drawings: Review Contractor's Surveyor's record drawings for compliance to the approved Construction Drawings and applicable regulatory agency standards. Provide Contractor with comments on the draft record drawings and one follow up set of comments. Coordinate with Contractor's Surveyor to receive final sets of record drawings consistent to the requirements of the appropriate regulatory agency. This task includes the initial review and coordination with the surveyor and or contractor and a follow-up review. Any additional effort by ENGINEER to bring the record drawings within the requirements of the regulatory agency's standards will be considered an additional service.
- B. Certification documents: Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project ENGINEER will prepare and submit to the appropriate regulatory agency the certificates of completion of construction. This contract is based on one set of certifications of completion of construction for the PROJECT. These certifications shall include the City of Marco Island and SFWMD if required.

Limitation of Responsibilities: ENGINEER 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. ENGINEER shall not have the authority or responsibility to direct or stop the work of any Contractor.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide are comprised of the following:

- Additional public involvement meetings;
- Additional meetings not described above;
- Any survey work not identified above.
- Subsurface Utility Engineering (SUE)
- Geotechnical Investigation

DELIVERABLES

The ENGINEER will provide the following:

- 30% Concept Plan Development, draft and final, electronic copy
- Survey, electronic copy
- 60%, 90%, and Final Construction Documents, electronic copy, hard copy of Final Construction Documents
- Bidding Documents, draft and final, electronic copy and 15 hard copies of the final only

CITY RESPONSIBILITIES

The following participation by the CITY is anticipated under the Scope of Services:

- Complete CITY reviews of all deliverables and return to ENGINEER in 10 working days
- Secure meeting space for a Public Meeting
- Prepare all public meeting notices
- Provide as built utility and drainage documents where available
- Provide general coordination with the ENGINEER

FEE AND BILLING

Kimley-Horn will provide the Scope of Services on a labor fee plus expense basis. Labor fee will be billed according to the contract rate schedule. The not to exceed fee for this project is \$124,980. All permitting, application, and similar project fees will be paid directly by the Client.

We appreciate the opportunity to perform this service for you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Peter T. Van Buskirk, P.E.
Vice President

PTVB/ss

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Project Name: Marco Beach Unit #6 Marco Beach Unit #6
 Project Number: _____
 Date Prepared: 8/6/2019 revised
 Estimated By: psb

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FIGURE 1

