

SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into this 4th day of May 2021 by and between the **CITY OF MARCO ISLAND**, a Florida municipal corporation ("City"), and **KIMLEY-HORN AND ASSOCIATES, INC.** ("Contractor").

RECITALS:

WHEREAS, the Contractor was selected as the design professional to update and improve the existing Veterans' Community Master Plan, and develop a site plan ("Project"), as formally approved by City Council under Resolution 18-18, in accordance with Section 287.055, Florida Statutes; and

WHEREAS, on April 5, 2018, the City and Contractor entered into a professional services agreement for Landscape Architectural Design Services for the Updated Master Plan for Veterans' Community Park and Associated Improvements, Contract No. 17-018 ("Agreement"); and

WHEREAS, on August 19, 2019, City Council approved a proposal from Contractor for the second phase of Project, the site plan; and

WHEREAS, the City desires to amend the Agreement, as set forth in Contractor's proposal, attached hereto as Attachment "A," for in an amount not to exceed \$18,750.00 ("Proposal").

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Amendment and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties to this Amendment, the parties agree to amend the Agreement as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Agreement is hereby amended to revise the scope of services to include the services outlined in the Proposal ("Services"), attached hereto as Attachment "A." Work on the Services shall commence upon the issuance of a Notice to Proceed by the Project Manager of the City.
3. The Agreement is amended to increase the compensation by a total amount not to exceed \$18,750.00 for the services rendered under the Proposal, attached hereto as Attachment "A," which shall be invoiced on a monthly basis upon the overall percentage of services performed.
4. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement, shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
5. The provisions of the Agreement, as amended, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
6. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
7. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, this Amendment has been executed by the parties effective as of this 4th day of May 2021.

Attest:

KIMLEY-HORN AND ASSOCIATES, INC.

BY: JAMES FANKONIN
Print Name

B
(SIGNATURE)
VICE PRESIDENT
(TITLE)

Attest:

BY: [Signature]
Corporate Secretary or Witness

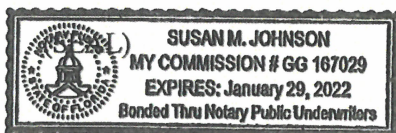
BY: GARY J NADEAU, JR. VICE PRESIDENT
(SIGNATURE)
(CORPORATE SEAL)



STATE OF: Florida

COUNTY OF: Sumter

The foregoing instrument was acknowledged before me this 14th day of June 2021, by James R. Fankonin as Vice President of Kimley-Horn and Associates, Inc. a corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.



Notary Public Susan M. Johnson

Printed Name Susan M. Johnson

My Commission Expires: January

Attest:

BY: [Signature]
Laura M. Litzan, City Clerk

THE CITY OF MARCO ISLAND

BY: Michael A. McNees

Michael A. McNees

City Manager

Date: 6-15-21

Date: 6-15-21

Reviewed for Legal Sufficiency:

BY: Alan L. Gabriel
Alan L. Gabriel
City Attorney

ru
6.15.21



SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Marco Island (City, Client) desires to retain Kimley-Horn and Associates (Consultant) to provide entrance feature conceptual renderings, as well as a conceptual plan for waterfront pedestrian connectivity between Veterans' Community Park and the North Collier Boulevard/Smokehouse Bay bridge. These features would be additions to the current Veterans' Community Park Master Plan and construction documents approved by City Council on 3/18/19. Our scope of services is as follows:

TASK 1 – ENTRANCE FEATURE RENDERING

The Consultant will prepare conceptual renderings of a proposed entrance feature to Veterans' Community Park to be used for fundraising purposes by the Client. The consultant will:

- A. Prepare one (1) concept for a park entrance feature to be used in the park.
- B. Provide two (2) 3D rendered views of a proposed park entrance feature to be located near the restroom and the end of Elkcam Circle. 3D rendering will be incorporated into the overall park 3D model.
- C. Submit the draft 3D renderings for Client review. Client will circulate the renderings to necessary City departments for review and comment and provide one (1) set of consolidated comments to the Consultant.
- D. Update 3D renderings one (1) time based on Client's review comments.
- E. Coordinate with the Construction Manager to develop a cost estimate for proposed entrance feature.

TASK 2 – WATERFRONT CONNECTIVITY CONCEPT PLAN

The Consultant will prepare a conceptual plan showing a pedestrian connection along the waterfront between Veterans' Community Park to the North Collier Boulevard/Smokehouse Bay bridge. The proposed improvements may include hardscape, landscape, boat docking, and site furnishings. The Consultant will:

- A. Attend one (1) site visit to document existing site conditions.
- B. Facilitate up to two (2) conference calls with the Client to discuss the proposed project layout and anticipated improvements to be included with the project.
- C. Based on the direction from City staff, Consultant will finalize a preliminary concept plan for the proposed route.
- D. Submit the preliminary concept plan to Client for review. Client will circulate the concept plan to necessary City departments and stakeholders for review and comment and provide one (1) set of consolidated comments to the Consultant.
- E. Update preliminary concept plan up to two (2) times based on Client's review comments.
- F. Prepare a digital 3D model of the proposed water connectivity concept plan and provide up to three (3) 3D aerial views of proposed improvements of final approved concept plan.

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- G. Coordinate with the construction manager to develop a cost estimate based on the approved conceptual plan.
- H. Present final concepts from both Tasks 1 and 2 at one (1) City Council meeting.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates or for a pre-negotiated lump sum fee. Additional services Consultant can provide include, but are not limited to, the following:

- A. Attendance at meetings beyond those specifically outlined in the above scope of services.
- B. Preparation of additional revisions to the deliverables beyond those listed above.
- C. Construction document preparation for proposed improvements.
- D. Additional coordination with local stakeholder groups and representatives.
- E. Site survey preparation or coordination.

Information Provided by the City

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the City or the City's consultants or representatives. The City shall provide all items and information requested by Consultant during the project, including but not limited to the following:

- Copies of all available information pertinent to Consultant's services on the project.
- All reports related to the site, including but not limited to, Due Diligence, Title Report, Historical Resource Surveys, and Site Inspection/Investigations.
- Copies of all known agreements, resolutions and ordinances pertaining to the subject property.



Fee and Expenses

Consultant will perform the services described in Tasks 1 and 2 in the Scope of Services for the lump sum fees listed below. Individual task amounts are for informational purposes only.

An amount has been included in the lump sum to cover certain reimbursable expenses such as in-house duplicating, plotting and printing, local mileage, telephone calls, facsimiles, postage, and word processing computer time.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice.

TASK	DESCRIPTION	FEE
1	ENTRANCE FEATURE RENDERING	\$4,550
2	PARK WATERFRONT CONNECTIVITY CONCEPT PLAN	\$14,200
TOTAL FEE FOR LUMP SUM TASKS		\$18,750