

**HEATHCOTE BOTANICAL PARK AND GARDENS
STORMWATER PROJECT - PHASE I IMPROVEMENTS
SCOPE OF SERVICES
SPECIFIC AUTHORIZATION NO. 2**

Pursuant to the provisions contained in the "Agreement for Professional Engineering Services" between The City of Fort Pierce (hereinafter referred to as "CITY") and Kimley-Horn and Associates, Inc. (Hereinafter referred to as "ENGINEER") dated the _____ day of _____ 2014, CITY authorizes the ENGINEER to provide services under the terms and conditions set forth herein and in the AGREEMENT, which is incorporated herein by reference as though set forth in full.

The CITY desires additional services related to Heathcote Botanical Park and Gardens Stormwater Project – Phase I Improvements, hereinafter referred to as the "Project".

This Project is not an FDOT funded project.

Section 1 - Scope of Work and Schedule of Services

ENGINEER will provide the following services in accordance with this AUTHORIZATION:

This Project, known as, Heathcote Botanical Park and Gardens Stormwater Project – Phase I, The additional work to be performed includes post design construction phase services as described in Exhibit "A", attached hereto and incorporated by reference herein.

Section 2 - Deliverables

ENGINEER shall provide the following deliverables to the CITY as listed below and as described in Exhibit "A", attached hereto and incorporated by reference herein:

Description of Deliverables	months/date
1. Construction Services on an as needed basis	N/A

Section 3 - Method and Amount of Compensation

CITY will compensate ENGINEER for services under this AUTHORIZATION in accordance with the payment method as set forth in the attached Exhibit "B", attached hereto and incorporated by reference herein.

The budget (or fee) for the services is estimated to be \$31,172.00

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Section 4 - CITY's Responsibilities

CITY hereby designates City Engineer or designee as CITY's representative pursuant to Section 8 of the AGREEMENT.

Section 5 - Other Provisions

All applicable portions of the AGREEMENT not specifically modified herein shall remain in full force and effect and are incorporated by reference herein. Please note that the following services are not included in our proposal:

IN WITNESS WHEREOF, this AGREEMENT, consisting of six (6) pages has been fully executed on behalf of the ENGINEER by its duly authorized officer, and the CITY has the same to be duly executed in its name and in its behalf, effective as of the date herein above written.

CITY OF FORT PIERCE, FLORIDA:

By: _____
Linda Hudson, Mayor

Date: _____

Attest: _____
City Clerk

KIMLEY-HORN & ASSOCIATES, INC.

By: _____
Brian Good, P.E., Senior Vice President

Date: 3/7/14

APPROVED AS TO FORM & CORRECTNESS:

By: _____
Robert V. Schwerer, Esquire, City Attorney

Date: 3/11/14



Kimley-Horn
and Associates, Inc.

January 30, 2013

Jack Andrews, P.E.
City of Fort Pierce Engineering Department
100 N. US Highway 1
Fort Pierce, FL 34950
772-467-3773

■
Suite 200
445 24th Street
Vero Beach, Florida
32960

RE: Supplemental Services Authorization No. 2 –
Post Design Services Work Authorization
Heathcote Botanical Park and Gardens Stormwater Project –
Phase I

Dear Mr. Andrews:

We are pleased to submit to you this supplemental services work authorization scope of services associated with the Heathcote Botanical Park and Gardens Stormwater Project. This proposal includes professional consulting services associated with post design construction phase services support. Please find attached the project scope of services and fees based upon our project understanding.

We appreciate this opportunity to work with the City and look forward to participating in this project. Should you have any questions, please feel free to contact me at 772-794-4083.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "B. Good", with a large, stylized flourish extending to the right.

Brian A. Good, P.E.
Senior Vice President

EXHIBIT A – SCOPE OF SERVICES

Professional consulting services are required to provide Post Design Construction Phase Services associated with the Heathcote Botanical Park and Gardens Stormwater Project, in the City of Ft. Pierce.

The project consists of constructing stormwater treatment improvements within the land parcel and existing lake that is located immediately south of the Indian Hills golf course, and are bound to the west by the Oleander Gardens residential subdivision and to the east by the Florida East Coast Railroad. The primary project components are as follows:

- Expansion (widening) of the existing lake
- Construction of two (2) timber pedestrian bridges
- Construction of a steel sheetpile weir structure.
- Construction of an alum treatment facility
- Construction of a pervious paver parking lot.
- Relocation of existing water main
- Landscape and littoral plantings

A. POST DESIGN CONSTRUCTION PHASE SERVICES:

During the Construction Phase, the ENGINEER will assist the CITY to provide design clarifications and design field changes, as necessary. The scope of services contemplated to be provided within the Construction Phase Services consists of the following:

- a. Pre-Bid Meeting. The ENGINEER will attend the pre-bid meeting to assist the CITY in describing the scope of work contained with the construction documents. The ENGINEER will evaluate and provide a recommendation related to alternative materials or products proposed by the contractor for consistency with the project specifications. The ENGINEER shall provide oral and/or written clarifications to questions presented relative to the scope of work identified within the construction documents. Effort associated with these activities will be billed as lump sum as they have been provided in advance of this supplemental work authorization.
- b. Bi-Weekly Construction Meetings/ Construction Observation. It is estimated that the construction duration will be 6 months. It is anticipated that the ENGINEER will be available to participate in the construction meetings, as requested by the CITY. The ENGINEER will also be available to make visits at intervals as directed by the CITY in order to



observe the progress of the Work. Such visits and observations by the 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, the ENGINEER will evaluate whether the Contractor's work is generally proceeding in accordance with the Contract Documents.

- c. Clarifications and Interpretations. The ENGINEER will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the CITY as appropriate to the orderly completion of the Contractor's work. Any orders authorizing variations from the Contract Documents will be made by the CITY.
- d. Change Orders. The ENGINEER may recommend Change Orders to the CITY, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- e. Shop Drawings and Samples. The ENGINEER will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the 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. All submittals will be transmitted through the CITY, unless otherwise directed.
- f. Inspections and Tests. The ENGINEER may require special inspections or tests of the Contractor's work as the ENGINEER deems appropriate, and may receive and review certificates of inspections within the ENGINEER's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The ENGINEER's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. The ENGINEER shall be entitled to rely on the results of such tests, surveys and the facts being certified. All inspections and testing will be conducted by the CITY.



- g. Final Notice of Acceptability of the Work. The ENGINEER will 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 the ENGINEER may recommend, in writing, final payment to the Contractor. Accompanying the recommendation for final payment, the ENGINEER shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of the ENGINEER's knowledge, information, and belief based on the extent of its services and based upon information provided to the ENGINEER upon which it is entitled to rely. The ENGINEER will review as-built surveys and tests submitted by the contractor and review for conformity with the projects applicable permits. Upon acceptance of the submitted as-built drawings by the ENGINEER and CITY, the ENGINEER will submit the applicable permit certifications.
- h. Limitation of Responsibilities. The 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. The ENGINEER shall not have the authority or responsibility to stop the work of any Contractor.

EXHIBIT B - COMPENSATION

The CITY agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to the following fees:

A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the CITY is as follows:

<u>Hourly Not-to-Exceed Task Description</u>	<u>Fee</u>
Post Design Construction Phase Services	\$ 25,000
<u>Lump Sum Task Description</u>	<u>Fee</u>
Pre-Bid Meetings and Contractor RFI Response Preparation	\$ 6,172
Grand Total	<u>\$ 31,172</u>