



May 18, 2015

Mrs. Diane Colonna  
Director  
Margate Community Redevelopment Agency  
5790 Margate Boulevard  
Margate, FL 33063

**Re: *Melaleuca Drive Roadway Improvements Project  
Margate, Florida***

Dear Mrs. Colonna:

In accordance with our civil engineering services agreement dated November, 2012 (RFQ-MCRA-2012-03), **Kimley-Horn and Associates, Inc.** ("Kimley-Horn" or the "Consultant") is pleased to submit this proposal (the "Agreement") for professional consulting services to the **Margate Community Redevelopment Agency** (the "Client" or "CRA") for providing professional design services relating to the Melaleuca Drive Improvement project. Our project understanding, scope of services, schedule, and fee are below.

## **PROJECT UNDERSTANDING**

The project is described as pedestrian and landscaping improvements within the Melaleuca Drive right of way from NW 9<sup>th</sup> Court to Atlantic Boulevard. The Client desires to complete the sidewalk network within the corridor to provide continuous sidewalks on both sides of the road, incorporating existing portions of sidewalk. As a part of the pedestrian enhancements desired, accessibility and crosswalk treatments will be addressed at intersections. The corridor will also be enhanced with landscape and irrigation improvements to provide shade and beautification along the sidewalks.

The scope of services is based on the following assumptions:

- The sidewalk improvements within the City right-of-way will not require drainage system improvements or permitting.
- This project will not require City Commission approval or attendance at Commission meetings.
- This scope of services does not include geotechnical services.
- This scope of services does not include the development of a separate technical specifications book. Technical specifications will be presented on the construction plans as notes and details.
- Maintenance of Traffic (MOT) and dewatering permits, if required, will be provided by others.

## SCOPE OF SERVICES

### **TASK 1: PROJECT KICK-OFF AND CONCEPTUAL DESIGN**

Kimley-Horn will perform a kick-off site visit to observe existing conditions and truth the survey performed in Task 1. Kimley-Horn will attend one (1) kick-off meeting with the design team and the Client to discuss the project, desired design elements, and to review the project schedule.

#### **Conceptual Design:**

Kimley-Horn will provide one initial conceptual design for the project, based on input provided by the Client at the initial kick-off meeting. Kimley-Horn will attend one (1) meeting to present the concept and will provide concept drawings for the purposes of the presentation.

Attendance at City Commission meetings to present concept phase plans is not included in this task.

#### **Conceptual Design Deliverables:**

- Draft plan view rendering of one initial concept, presented with a color aerial background to provide site context.
- Concept plan revisions based on Client comments.
- Plant palette, showing photographs of proposed plant materials.
- Light fixture selection.

#### **Design Development:**

Upon receiving Client input, Kimley-Horn will progress the conceptual drawing to produce design development documents that will be used as a basis for the permit/construction documents.

#### **Deliverables**

- Plan view rendering of Design Development plan with hardscape selections identified with labeling.
- Conceptual Cost Estimate.

### **TASK 2: 60% CONSTRUCTION DOCUMENTS**

Kimley-Horn will prepare 60% design plans and details at a scale suitable for bidding purposes, to include sidewalk improvements, crosswalk locations and landscaping.

During this task, the Consultant will perform the following:

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within the project corridor.
- Prepare 60% construction documents typically consisting of the following:
  - Civil Engineering Services for this task are limited to the following:  
**Site Plan** for proposed improvement areas will delineate the proposed project

improvements.

**Paving, Signing and Marking Plans** to show proposed sidewalks, ramps, crosswalk treatments, site signage, and project striping modifications at intersections. The plans will provide details to permit and construct the improvements.

- Landscape Architectural Services for this task are limited to the following:

**Planting plans** for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including code required planting calculations.

**Irrigation plans** will delineate irrigation equipment, quantities, piping layout, specifications, and project-specific irrigation details. Electrical service design for controller or pump station is included in Task 3. If client requests a well as a water source, Kimley-Horn will provide manufacturer's specification for pump equipment and a performance specification for the well.

- Submit the 60% construction drawings to the Client for review and meet with the Client to discuss comments. After review, address reasonable review comments as part of the final construction drawings.
- Provide a preliminary Opinion of Probable Construction Costs for proposed improvements.

## Deliverables

- Three sets of the 60% construction drawings in 24" x 36" format.
- Opinion of Preliminary Probable Construction Cost.

## TASK 3: STREET LIGHTING

Prepare electrical conduit and roadway lighting plans for the project including coordination with FPL for service location.

## TASK 4: PERMITTING

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. **Broward County Traffic Engineering Division**
  - a. Signing and marking

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. The Client shall provide all permit fees.

## **TASK 5 – CONTRACT DOCUMENTS**

Once the 60% construction documents have been approved by the Client, these will be used as the basis for preparing the final contract documents.

During this task, the Consultant will perform the following:

- Revise the drawings prepared in Task 3 per the Client's comments.
- Tabulate anticipated construction items, quantities and measurement and payment items and their associated notes.
- Prepare provisions for inclusion into the Client's provided contract documents:
  - Determine anticipated construction time for contract purposes.
  - Update the engineer's opinion of probable construction costs.
  - Prepare a bid form that will list the separate pay items, estimated quantities, and units.
  - Provide the Client with a project description to be included in the Client's front end documents.

### **Deliverables**

- Three sets of the final construction drawings in 24" x 36" format.
- Updated opinion of probable construction cost for the proposed improvements.
- Bid Form.

## **TASK 6 –BIDDING ASSISTANCE**

Kimley-Horn will consult with and advise the Client and act as its representative for the improvements during the bidding process. This Task is limited to attending one (1) pre-bid meeting and issuance of addendums in response to Contractor questions. Once bids are received, Kimley-Horn shall review the bid submittals and provide the Client with recommendations regarding a preferred bid.

## **TASK 7 –LIMITED POST DESIGN SERVICES**

As the Engineer of Record, Kimley-Horn will provide limited post design services to assist the Client in providing plan clarifications as well as responding to requests for information (RFI's) during construction phases of the project. Additionally, Kimley-Horn will review the provided shop drawings for general compliance with the intent of the design. The services provided in this Task are sufficient for Kimley-Horn to certify the project upon completion of construction.

## **Additional Services**

Any services not specifically provided for in the above scope, as well as any changes in the scope the Client requests, will be considered additional services and will be performed at our then current hourly rates. Additional services we can provide, but are not limited to, the following:

1. Major redesign effort due to changes in the overall project scope, budget, or programming after the approved conceptual design phase

2. Preparation of written specification book – all specifications will be placed on plans or will reference standard FDOT specifications
3. Traffic Studies or traffic impact statement letters
4. Phase I and Phase II environmental assessments
5. Any service not specifically described in the above Scope of Services

## ASSUMPTIONS

The following assumptions are made:

Client reviews of submittals will be provided in a timely manner. The Client shall be responsible for the distribution of advertisement, RFIs and addendums.

## Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule. The Client shall provide us with access to the property.

## Fee and Billing

Kimley-Horn will perform the Scope of Services in **Tasks 1-7** on a lump sum basis. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the Client. Payment to the Consultant will be in accordance with the general services agreement referenced above. The following task items represent a breakdown of the lump sum amount for reference:

Task No.	Description	Fee
1	Project Kick-off and Conceptual Design	\$3,800
2	60% Construction Documents	\$7,750
3	Street Lighting	\$2,530
4	Permitting	\$1,655
5	Contract Documents	\$7,995
6	Bidding Assistance	\$2,260
7	Limited Post Design Services	\$4,920
	<b>Total Lump Sum Fee</b>	<b>\$30,870</b>

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services performed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

## Closure

In accordance with our civil engineering services agreement dated November, 2012 (RFQ-MCRA-2012-03) and if you concur in the foregoing and wish to direct Kimley-Horn to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to be undersigned. Fees and times stated in this agreement are valid for sixty (60) days after the date of the agreement by the Consultant.

We appreciate this opportunity to submit this proposal. Please contact Stefano Viola at 954-535-5133 if you have any questions.

Very truly yours,



By: Gary R. Ratay, P.E.  
**Senior Associate**



Stefano F. Viola, P.E.  
**Project Manager**

**CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY  
A Municipal Agency**

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Title: \_\_\_\_\_  
(As Authorized by Law)

\_\_\_\_\_, Witness

\_\_\_\_\_  
(Print or Type Name)

Official Seal:

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**STAFF HOUR ESTIMATE**

PROJECT:	Melaleuca Drive Roadway Improvements								
CLIENT:	City of Margate CRA								
ESTIMATOR:	Stefano Viola								
04/07/15									
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)								
	Principal Ratay	Project Manager Viola	Professional Haigh	Professional Florian	Professional Richter	Inspector Johnson	CADD Designer Whalen	Support Staff Layne	Expenses
<b>Task 1: Project Kick-Off and Conceptual Design</b>									
Kick-off meeting		3	3						\$930.00
Site walk through and truth survey				3	3				\$600.00
Conceptual Design	1	1	1	4	3			2	\$1,345.00
Preliminary OPC				2	2				\$400.00
Conceptual Design Meeting		3							\$525.00
<b>Task 2: 60% Construction Documents</b>									
Existing Utility Coordination				2				1	\$265.00
60% Construction Documents		4	4	20	8			2	\$4,170.00
Opinion of Probable Cost	1	2	2	2	2				\$1,225.00
QA/QC	2	2	2					1	\$1,095.00
60% Design Meeting		3	3					1	\$995.00
<b>Task 5: Street Lighting</b>									
FPL Service Coordination		1		4				1	\$640.00
Street Lighting Plan preparation		2		8				1	\$1,215.00
Electrical Plan Coordination		1	1	2	1			1	\$675.00
<b>Task 6: Permitting</b>									
BCTED		3		10				2	\$1,655.00
<b>Task 7: Contract Documents</b>									
Revise 60% Drawings	1	4	4	10	8		4	2	\$3,915.00
Tabulate anticipated construction items		2	2	8	8			1	\$2,285.00
Prepare documents for inclusion into the City's front ends	1	2	2	4	4			2	\$1,755.00
<b>Task 8: Bidding Assistance</b>									
Pre-Bid meeting		2					2		\$510.00
Review Bids / Bid Recommendation		2	2	5	5			2	\$1,750.00
<b>Task 9: Limited Post Design Services</b>									
Contract Clarification		4	2	2	2	20		2	\$3,100.00
RFTs		4	1	1	1				\$1,035.00
Shop Drawing Review		2	1	2	1				\$785.00
<b>TOTAL HOURS</b>	<b>6</b>	<b>47</b>	<b>30</b>	<b>89</b>	<b>48</b>	<b>22</b>	<b>4</b>	<b>21</b>	<b>\$0.00</b>
<b>LABOR RATE (\$/HOUR)</b>	<b>205.00</b>	<b>175.00</b>	<b>135.00</b>	<b>100.00</b>	<b>100.00</b>	<b>80.00</b>	<b>135.00</b>	<b>65.00</b>	<b>1.0</b>
<b>SUBTOTAL</b>	<b>\$1,230.00</b>	<b>\$8,225.00</b>	<b>\$4,050.00</b>	<b>\$8,900.00</b>	<b>\$4,800.00</b>	<b>\$1,760.00</b>	<b>\$540.00</b>	<b>\$1,365.00</b>	<b>\$0.00</b>
<b>PAGE TOTAL</b>	<b>\$30,870.00</b>								<b>\$30,870.00</b>