

March 25, 2014

Ms. Rachel Bach
Assistant Director
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

■
5200 Northwest 33rd Avenue
Suite 109
Ft. Lauderdale, FL 33309
33309

Re: West Copans Road Medians Landscape

Dear Ms. Bach:

In accordance with our civil engineering services agreement dated November, 2012 (RFQ-MCRA-2012-03), Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “KHA”), is pleased to have the opportunity to submit this proposal for professional consulting services to the Margate Community Redevelopment Agency, (hereinafter referred to as “Client” or “CRA”) to provide professional consulting services associated with the landscape improvements of the existing West Copans Road medians between North State Road 7 and the east City limits (approximately ½ mile) (See Exhibit “A”- Project Limits)

The proposed scope of services and fees follow.

PROJECT UNDERSTANDING

Services are required for the development of exhibits, plans and details for the addition of planting and irrigation within the existing West Copans Road medians between North State Road 7 and the east City limits. The scope of services will be based on the following assumptions:

- Planting and irrigation improvements will be designed for the four (4) existing medians only.
- City engineer shall provide all available information regarding below grade utilities.
- A Topographic and Tree Survey will be provided by KHA through a sub-consultant – (see Exhibit “B”- Sub Consultant Fee Proposal)

The scope of work consists of the following tasks:

- **Task 1 - Surveying:** (Sub-consultant- Topographic and Tree Survey)
- **Task 2 - Landscape Architecture Contract Documents:** (Contract Documents level plans and details at 50% and Final stages of completeness)
- **Task 3 - Permitting**
- **Task 4 – Bidding Assistance**
- **Task 5- Limited Construction Phase Assistance**
- **Task 6- Sub Consultant Coordination**

SCOPE OF SERVICES

TASK 1 – SURVEYING

A sub-consultant will prepare a Topographic and Horizontal and Vertical Control Survey of the four (4) existing medians (See Exhibit “B”, Sub-consultant Fee Proposal for Scope of Services).

TASK 2 – LANDSCAPE ARCHITECTURE CONTRACT DOCUMENTS

When authorized by Client, KHA shall prepare drawings and specifications setting forth in detail the requirements for the construction of the proposed landscape improvements, all of which are to be approved by the Client. KHA will make two (2) formal submittals during the Landscape Architecture Contract Documents task at the 50% and Final stages of the project.

50% SUBMITTAL

Image and Material Exhibit: KHA will prepare one (1) image and material exhibit depicting the landscape materials envisioned for the project.

Planting Plans: KHA will develop schematic design level planting plans. The plans will depict the layout of selected plant species, and site layout only to convey design intent. This plan will be presented to the CRA Board for review and comment. Once the Client approves the general layout and provides comments, KHA will provide more detailed planting plans as part of the 50% submittal package.

Planting Details: KHA will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, plant spacing diagram and tree guying.

Landscape Schedule of Materials: KHA will prepare a preliminary schedule of plant materials to be used on the project. KHA will focus on unique species and style differences between the project areas to enhance each individual area. These materials will be selected based on their visual value, maintenance demands and horticultural compatibility with the Broward County hardiness zone. Size specifications and typical spacing will be assigned to establish base level costs.

FINAL SUBMITTAL

Upon receipt of written Client comments on the 50% submittal set, KHA will prepare a Final Contract Documents submittal set which will consist of:

Tree Disposition Plan: KHA will prepare a Tree Disposition Plan and Schedule showing the existing trees within the project site and whether they will remain, be relocated or be removed as required by Broward County. The final location of all trees to remain and be relocated will be shown on the planting plan.

Planting Plan: KHA will prepare Final planting documents showing trees, shrubs and ground covers. Planting plans will fix the separation line between turf and planter areas and will identify plant species symbols and plant quantities for each bed.

Planting Details: KHA will prepare typical plant details to communicate the proper result of plant installation, including anchoring details, plant spacing diagram and tree guying.

Plant Schedule of Materials: KHA will prepare a schedule of plant materials to be used on the project. Size requirements, typical spacing and comments will be provided. These materials will be selected based on their visual value, maintenance demands and horticultural compatibility with the Broward County hardiness zone. Size specifications and typical spacing will be assigned to establish base level costs. All plant selections will be coordinated with the CRA's 2013 landscape requirements.

Irrigation Plans and Details: KHA will prepare irrigation plans and details. The following services will be included:

- Specify irrigation equipment necessary to provide efficient water use and maintain healthy plant material. This equipment may include central control system components, field satellites, remote control valves, spray heads, bubblers, drip irrigation components, quick coupling valves, gate/isolation valves, master valves and flow sensors.
- Locate and size distribution piping and related components. Lateral piping layout and zoning will account for on-site microclimates, exposures and differing plant types.
- Locate remote control valves in separate valve boxes in clusters of four or less, and at locations that will accommodate maintenance yet not detract from the visual appeal of the site.
- Specify central control system components and locate on the plans. We will coordinate with the local control system support personnel to ensure proper hard wiring, radio licensing application as necessary and proper system operation.
- Show sleeving based on the proposed mainline and lateral piping layout and future phase needs.
- Provide construction details showing installation methods for the irrigation equipment proposed.
- Finalize drawings, specifications and details, and make all notations in preparation for bidding.

Coordination Meetings: KHA will attend meetings with the Client during this task as follows:

- Three (3) meetings with the Client in Margate, to be attended by one KHA representative (meetings assumed at 4 hours maximum in length including travel time).
- One (1) CRA Board meeting in Margate to present Schematic Design level Planting Plan and Image and Materials Exhibit
- Any additional meetings requested by Client will be billed on an hourly basis.

TASK 3 – PERMITTING

Based on the "Project Understanding", KHA will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to the following regulatory agencies:

1. Broward County
2. City of Margate

If separate or additional submittals are requested by any of the jurisdictional agencies, the client or any of the client's consultant, said submittals will be made as an additional service.

Permit fees and impact fees are not included. KHA will address reasonable comments or agency requests for additional information (RAIs) as part of this task in conjunction with this project. This task includes attendance to up to three (3) coordination meetings with both permitting agencies. Attendance to additional meetings with reviewers, and/or Client driven design revisions after submittal will be performed as an additional service.

After KHA has submitted permit applications and received comments from the applicable regulatory agencies, we will upgrade the permit documents to full contract documents. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process. Any changes requested beyond this point will be addressed as additional services.

TASK 4 – BIDDING ASSISTANCE

KHA 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 required addendums in response to contractor questions. Once bids are received, KHA shall review the bids and prepare a bid tabulation sheet. In addition, once bids are received by the Client, KHA shall review the bid submittals and provide the Client with recommendations regarding a preferred bid.

TASK 5 – LIMITED CONSTRUCTION PHASE ASSISTANCE

During the construction phase of the project, KHA will provide the following services to the Client:

- **Attend one Local Pre-Construction Meeting** - with the Client and Contractor prior to commencement of work at the site.
- **Visits to Site and Observation of Construction** - up to three (3) site visits to observe construction activities and the progress of work.
- **Clarifications and Interpretations** - (Respond to up to eight (8) reasonable requests) - Issue necessary clarifications and interpretations of the Construction Documents to Client/Contractor as reasonably requested. Responses to clarifications and interpretations that are a result of errors or omissions on the construction documents will not count towards the number of responses indicated herein.
- **Change Orders** - Review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples** - Review and approve or take other appropriate action in respect to landscape and irrigation Shop Drawings and Samples which Contractor is required to submit.

***Limitation of Responsibilities** - KHA 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. KHA shall not have the authority or responsibility to stop the work of any Contractor.*

This task assumes that the construction schedule shall not exceed a six (6) month timeframe. If the construction schedule is extended or delayed, the consultant may be entitled to additional services.

TASK 6 – SUB CONSULTANT COORDINATION

KHA will coordinate with the sub-consultant on the project. Coordination items include drafting sub-consultant agreements, project schedule, design directives, base information, updates, billings and invoice review and approval.

ADDITIONAL SERVICES

Upon your authorization, we will provide additional services that may be required beyond those described in Task 1 through Task 6. These services may include such items as the following:

- Revisions to the plans due to substantial changes in project scope, budget, and/or concept
- Hand drawn or computer generated 3D renderings
- Architectural and/or Engineering design
- Hardscape design
- Revisions to invoices or additional invoice backup coordination
- Improvements outside the originally agreed-upon project limits
- Meetings, presentations or coordination in addition to those described in Task 1 through Task 6
- Services and deliverables not specifically included within "Scope of Services"

ITEMS TO BE PROVIDED BY THE CLIENT

We anticipate partnering with the Client in all aspects of the project. We request that the Client assist us in the following areas:

- Define the Client's requirements for the project, including any schedule constraints, desired or required materials or products (tree/plant species, etc.) design standards, and deliverable formats.
- Provide authorization for access to the property.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The fee established to provide the professional services for this project is \$33,061.

The Consultant will provide the services described in **Task 1 through Task 6** 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	Description	Total
1	Surveying	\$3,000
2	Landscape Architecture Contract Documents	\$19,800
3	Permitting	\$3,000
4	Bidding Assistance	\$1,200
5	Limited Construction Phase Assistance	\$3,000
6	Sub Consultant Coordination	\$1,400
Total Lump Sum Fees		\$31,400

Office expenses for the project such as in-house duplicating, facsimile, local mileage, telephone, postage, in-house blueprinting, and word-processing are included in the lump sum fee shown below.

Office Expenses (5.85%)	\$1,661
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Total Fees (Task 1 through Task 6 and Office Expenses) \$33,061

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

If you concur in the foregoing and wish to direct KHA to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to the undersigned. Fees and times stated in this agreement are valid for sixty (60) days after the date of agreement by the Consultant.

We appreciate this opportunity to submit this proposal. Please contact George E. Puig at (305)535-7756 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron Buchler, P.E.
Vice President



George Puig, RLA
Senior Project Manager

CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY

Agreed to this _____ day of _____, 2014

By: _____

(Print or Type Name)

Title: _____
(As Authorized by Law)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

Copy To: Aaron Buchler/File

“EXHIBIT A”

Project Limits



“EXHIBIT B”

Sub-Consultant Fee Proposal
Surveying Services
Longitude Surveyors, LLC.

LONGITUDE SURVEYORS, LLC

Certified Disadvantaged Business Enterprise (DBE) / Community Business Enterprise (CBE)

Tuesday, March 25, 2014

VIA EMAIL: george.puig@kimley-horn.com
W COPANS ROAD.DOCX

George E. Puig, RLA
KIMLEY-HORN AND ASSOCIATES, INC.
1221 Brickell Avenue, Suite 400
Miami, FL 33131

In reference to: Surveying services for the “Margate CRA” along W Copans Road located in Margate, FL

Dear Mr. Puig,

In response to your request regarding a fee estimate for surveying and mapping services for the above referenced project, LONGITUDE SURVEYORS, LLC (LS) is pleased to submit the following proposal for your consideration.

A. Scope of Services:

LONGITUDE will perform a Topographic Survey to include the following information:

1. The survey will locate all above ground features and improvements including: curb and gutters, concrete slabs, trees, and any visible above ground utilities, drainage structures (including rim elevations), etc. within the survey limits.
2. Tree Survey will be performed; all existing trees greater than 3 inches in diameter will be located including species, diameter, spread of canopy, and height.
3. Elevations will be taken at edges of pavement, flow line, back of curb and within the medians.
4. Horizontal Control will be established on the Florida State Plane Coordinate System, East Zone, and North American Datum (NAD) of 1983 / 1990 Adjustment.
5. Vertical Control will be established on NGVD 1929 vertical datum.

B. Survey Limits:

The limits of the survey will be along W Copans Road between 441 and just northeast of Banks Road. The survey will be limited to the four (4) medians only within those limits. See attached Exhibit “B”.

C. Deliverables:

Longitude will prepare survey drawing(s) in AutoCAD using size “D” 24” x 36” sheets. LS will deliver signed and sealed originals of the resulting Map of Survey’s and electronic copies of the resulting cad file, along with a PDF of the survey.

D. Time of Completion:

Longitude has estimated six business days to complete this survey.

E. Fee:

The total professional fee to complete this task shall be a lump sum of:

\$3,000.00

I agree and understand by signing below “I APPROVE AND ACCEPT” this proposal as a legal binding contract.

By:

(Authorized Signature)

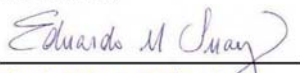
Date:

(Typed or printed name)

Title:

Thank you for the opportunity to submit this proposal. We look forward to utilizing our best professional efforts on this very important project.

Respectfully Yours,


Eduardo M. Suarez, PSM/President