

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.**

AMENDMENT NUMBER 2 DATED March 17, 2016 to the agreement between The City of Margate Community Redevelopment Agency ("CRA") ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated March 25, 2014 ("the Agreement") concerning West Copans Road Medians Landscape Design Documents (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF MARGATE COMMUNITY  
REDEVELOPMENT AGENCY

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.



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

Title: Senior Vice President

Date: March 17, 2016

Consultant will perform the following Additional Services:

**Task 12 – Limited Construction Phase Assistance**

During the construction phase of the project Kimley-Horn will provide the following services to the Client:

- **Pre-Construction Meeting** – Attend one (1) local pre-construction meeting with the Client and Contractor prior to commencement of work at the site. Meeting will be attended by one landscape architect. The Contractor shall coordinate the meeting to include all involved disciplines and agency representatives. It is understood that the Client will conduct the meeting, prepare and provide attendee list, agenda and minutes. Individual/partial meetings to kick off portions of the work will be considered an additional service.
- **Visits to Site and Observation of Construction** – Kimley-Horn will attend up to ten (3) site visits to observe construction activities and the progress of work. Attendance to weekly construction meetings is not part of this scope of services but can be provided as additional services if requested by the Client.
- **Clarifications and Interpretations** - (Respond to up to ten (10) reasonable requests- Issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant. 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. However, requests resulting from contractor oversight will be considered an additional service.
- **Review of Contractor Payment Requisitions** - Review and recommendations toward contractor payment requisitions, if requested by the Client, will be provided as an additional service.
- **Change Orders** - Review and make recommendations related to Change Orders submitted or proposed by the Contractor. Requests for comparable materials or alternatives should be submitted during bid phase. Any requests requiring less than a week for a response will be considered an additional service.
- **Shop Drawings and Samples** - Review and approve or take other appropriate action in respect to the Shop Drawing Submittals and Samples specifically listed on the landscaping drawings, which the Contractor is required to submit. Review of other submittals can be provided as an additional service.
- **Substantial Completion and Punch-list** – Once the Contractor confirms that the project is substantially complete, one landscape architect will attend one (1) site walkthrough with the Client, Owner and Contractor to observe and evaluate the completed work for conformance with the approved landscape architecture contract drawings. If it is determined that the work is not substantially complete, the site walkthrough will be postponed until the Contractor completes brings the project to an acceptable substantial completion level. Attendance to additional substantial completion site visits will be provided as an additional service. After the substantial completion walkthrough, Kimley-Horn staff will prepare and issue to the Contractor a punch-list of items found to be incomplete, damaged, defective or in non-compliant with the contract documents.
- **Final Notice of Acceptability of the Work** – Once the Contractor confirms that all corrective action from the punch-list has been completed, one landscape architect will attend a final site walkthrough with the Client, Owner and Contractor to confirm. If so, Kimley-Horn will issue a written statement to the Client that the work is generally in accordance with the contract documents along with a recommendation to release final payment to Contractor. If the work is found to be incomplete, additional site walkthroughs will be attended as an additional service.
- **Certification of Completion and request for Release** – Upon completion of proposed water and sewer infrastructure, Kimley-Horn civil engineers will review as-built drawings (prepared by the Contractor), bacteriological and leakage test reports and backflow preventer certifications. We will prepare and submit separate certification packages to the Florida Department of Health (FDOH) and Miami-Dade RER for the water and sewer systems, respectively, requesting that the systems be placed into service. Subsequent to receiving

releases from FDOH and RER, services required to convey ownership of these systems to MDWASD and purchase meters can be performed as an additional service.

▪ **Limitation of Responsibilities** - Kimley-Horn 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. Kimley-Horn 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 for the landscape architectural and civil engineering components of the project. If the construction schedule is extended or delayed, the consultant may be entitled to additional services.

For the Additional Services set forth above, Client shall pay Consultant the following additional compensation:

## **FEE AND BILLING**

Kimley-Horn will perform the services described in Tasks 12 of this Scope of Services for the lump sum fees outlined below. Individual task amounts are informational only. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, large format reproductions (larger than 11" x 17"), air travel, and other direct expenses will be billed at cost. 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 fees. Technical use of computers for design, analysis, GIS, and graphics, etc., will be included in the labor fees.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of your receipt of the invoice.

## **LUMP SUM LABOR TASKS**

<b><i>Task</i></b>	<b><i>Description</i></b>	<b><i>Lump Sum</i></b>
12	Limited Construction Phase Assistance	\$6,250
<b><i>TOTAL LUMP SUM LABOR FEE</i></b>		<b><i>\$6,250</i></b>

## **ADDITIONAL SERVICES**

The following tasks are not part of the scope of services, but may be performed as additional services, if requested by the Client. These services may include, but are not limited to:

- Revisions to the plans due to substantial changes in project scope, budget, and/or concept.
- Services required by additional governmental regulations which might be put into effect after the date of this agreement
- Water feature design plans, details and documents
- Architectural Design
- Electrical Engineering plans, details and documents
- Stormwater Pollution Prevention Plan (SWPPP)
- Paving, Grading and Drainage Plans and Details
- Erosion Control Plans, Notes and Details
- Signing and Pavement Marking Plans and Details