



June 11, 2024

Randy J. Coslow, P.E.
Deputy Director of Environmental Services / City Engineer
City of Edgewater
P O Box 100
Edgewater, FL 32132

Re: Airpark Road Water Main Extension

Dear Randy:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Edgewater ("City") for providing services related to the design of a water main extension along Airpark Road. This letter agreement is in accordance with the terms of the Master Agreement for Continuing Professional Engineering Services dated November 18, 2019, which is incorporated herein by reference.

Project Understanding

The City desires to extend their existing 8-in potable water main along Airpark Road to connect the water main to the north and to the south. The water main extension is expected to be approximately 2,500 linear feet and will be designed for horizontal directional drill installation.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

Task 1 – Design and Permitting Services

1. Meetings. This task includes one kick-off meeting with the City and two design review meetings.
2. Subconsultant Coordination. Kimley-Horn will enlist the services of a survey subconsultant for the entire route which shall include full Right-of-Way survey, topographic survey, and utility locates along Airpark Road. Kimley-Horn will enlist the services of a geotechnical subconsultant to include two (2) geotechnical borings along the route.
3. Design. The utility design will be per the City of Edgewater requirements and will meet all City standards. The preliminary design will consist of data collection, reviewing the proposed route, one site visit to walk the route and visually identify any major conflicts. Design Plans shall include:
 - Cover Sheet and General Notes
 - Plan and Profiles (6 sheets expected)
 - Standard Utility Details
 - Maintenance of Traffic Details
4. Technical Specifications. Front end documents can be included and shall be provided by the City for modifications specific to this project, such as the bid form and description of work.

5. Opinion of probable construction cost.
6. Design plans, specifications, and opinion of probable cost will be provided to the City at the 60% and 90% level.
7. Permitting. FDEP water main permitting will be the only required permits for this project. Permit fees will be paid directly by the City.

Task 2 - Bidding Services

This task will include the preparation of one (1) separate bid package consisting of plans, permits, and specifications to be included in the City's bid package. Kimley-Horn will attend the pre-bid conference as the City's engineering representative. The City will be responsible for coordinating, scheduling, and administering the pre-bid conference. Kimley-Horn will also respond to Requests for Information (RFIs) and prepare bid addenda as necessary during the bid process, review the bid responses and tabulate the results and provide the City with a written bid tabulation record along with a selection recommendation.

Task 3 – Construction Administration Services

This task will include the following:

1. *Pre-Construction Conference*: Kimley-Horn will attend a Pre-Construction Conference prior to commencement of Work at the Site.
2. *Shop Drawings*: Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and other data which 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.
3. *Project Documentation and Record Drawings*: Kimley-Horn will prepare, track and monitor logs for shop drawings, RFIs, change order requests, project deviations, spare parts list, and project images. The logs will be updated weekly and distributed to the City and Contractor for documentation of the construction activities, approvals, and requests by the Contractor. Kimley-Horn will review "as-built" drawings provided by the Contractor at the completion of the project. Kimley-Horn will prepare final record drawings for the Client's use as the pipeline is cleared. At the completion of the project, Kimley-Horn will produce a final set of record drawings for the City.

Task 4 – Enhanced Construction Phase Services

1. Construction Observations and Reporting

Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Consultant anticipates once weekly site visits for regular observations and reporting through the duration of the Schedule. Observations are to be

limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work. Accordingly, the Consultant will provide Client with construction observation reports once weekly.

The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in this Agreement to Consultant, and to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall KHA have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant'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. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such

capacity.

2. Meeting Coordination, Documentation and Acceptance

Construction Meeting Coordination. Consultant will coordinate and conduct bi-weekly construction progress meeting with Client and Contractor to review and discuss Contractor's work status and upcoming work objectives. The purpose of these meetings will also be to provide the Contractor an opportunity to address issues encountered and identify potential areas of concern. It is anticipated that these meetings will take place on-site or nearby the project site at a location to be determined. Upon project construction start, Consultant will coordinate with Client and Contractor to determine location and time for meeting at bi-weekly intervals acceptable to all parties.

Construction meetings are not to serve as a form of construction management and the Consultant shall have no responsibility for any Contractor's means, methods, techniques, equipment choice and usage, schedule, safety programs, or safety practices that may be discussed in the meetings. Consultant shall have no authority or responsibility to stop or direct the work of any Contractor.

Construction Meeting Agenda and Minutes. The Consultant will prepare meeting agendas prior to each construction meeting and distribute advance copies to Client and Contractor. The Contractor is to provide a two-week look ahead for review by Consultant and Client, which will be discussed at each construction meeting for upcoming work agenda and anticipated challenges or concerns. Consultant will chair construction meetings and record notes related to items outlined in the meeting agenda, look ahead, and discussed as new issues or open dialogue. Minutes will be prepared following the conclusion of each construction meeting, summarizing topics of discussion and action items for Consultant, Client, and Contractor. The Consultant will distribute the meeting minutes to Client and Contractor.

Pay Application Review Meetings and Recommendation of Payment. Consultant will meet once monthly with Contractor to review Contractor's application for payment of completed work. Based on its observations, meetings with Contractor and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Substantial Completion. Consultant will, promptly after notice from Contractor that it considers

the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work substantially complete, Consultant will notify Client and Contractor.

Permitting Certification and Close Out Coordination: Kimley-Horn will prepare permit close outs for FDEP.

Final Notice of Acceptability of the Work. Consultant 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 Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

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

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Hydraulic Modeling
- Structural
- Electrical
- Environmental

Schedule

The initial submittal is projected to be completed within 30 days of authorization. 60% design is projected to be completed 2 months later and final design completed in an additional 2 months. Considering permitting and bidding, a total project time of 6 months is estimated. Construction is estimated to take an additional 4 months.

Deliverables

Deliverables for this project include the following:

- 60% plans, technical specifications, and opinion of probable construction costs
- 90% plans, specifications, and opinion of probable construction costs
- Bid Ready plans, specifications, and final opinion of probable construction costs

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 - 3 for the total lump sum fee of \$55,500. Task 4 will be billed on time and material basis, as requested by the City. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1: Design and Permitting (including survey and Geotech)	\$45,500
Task 2: Bidding Services	\$4,000
Task 3: Construction Administration Services	\$6,000
Task 4: Enhanced Construction Phase Services	Up to \$35,000

Fees are payable and monthly billing based upon the percentage of services completed on lump sum elements and for the actual amount of service performed for hourly rate elements. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Edgewater.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for ninety (90) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Nicole McConnell, PE
Project Manager

Authorized By:
Title:

AUTHORIZED BY:

CITY OF EDGEWATER

Printed Name:
Title:

Date

