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December 20, 2018
 Revised- January 2, 2019
 Re-issued August 2, 2019
 Revised June 29, 2021
 Revised July 14, 2021
 Revised August 2, 2021
Revised August 24, 2021

via Email: SabrinaBaglieri@miamibeachfl.gov

Ms. Sabrina Baglieri
 Senior Capital Projects Coordinator
 City of Miami Beach
 Office of Capital Improvement Projects
 1701 Meridian Avenue, Suite 300
 Miami Beach, FL 33139

RE: Flamingo Park
 WA Project No.: 28010.00
Subject: Proposal for Additional Services for Pre-Fabricated Storm Water Management Systems at Softball and Baseball Fields, Baseball Field "Wish list" Revisions, Fee Adjustments per A/E Contract Article 7.4.2, and extended Construction Administration for Handball Courts

Dear Ms. Baglieri:

Pursuant to your recent request, following is our revised additional services proposal for the above-noted Flamingo Park project tasks. The changes include the addition of a storm water collection system to the softball and baseball fields, as well as program changes to the baseball field. In addition to these changes requested by the City, we are respectfully submitting additional services to adjust our hourly rates as allowed by A/E Contract Article 7.4.2. Finally we are including extended construction administration services for the hand ball courts.

Additionally, as you know the Baseball Field, Softball Field, Historic Lodge, and Butterfly Garden projects were put on hold back in 2018 by the City (approx. 3 years ago). Since then, the previous civil engineer retired, and the previous landscape architect no longer has the resources to perform the remaining services. As such, we have reached out to another civil and landscape consultant to become the new civil engineer and landscape architect of record for these four projects. Note that as part of this fee proposal we have only included fees for civil and landscaping for new scope in the Baseball and Softball Field projects. No additional fees are included for work already completed by these two disciplines for these four projects.

Below is a brief description of the changes included in this proposal:

1. SOFTBALL FIELD

The scope of the work consists of the design and permitting of a pre-engineered and manufactured underground storm water management system for storage and disposal of storm water. The system is to be installed below the softball field. It is expected that the system will be used to collect, treat, and dispose storm water run-off from Flamingo Park and possibly adjacent areas. The storage component may also provide water for the landscaping irrigation system.

Note that additional land surveying information may be required above and beyond those services presently contracted for. Any additional surveying fees are excluded from this proposal.

Ms. Sabrina Baglieri
Flamingo Park
WA Project No. 2801000
August 24, 2021
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2. BASEBALL FIELD “WISH LIST”

The scope of the work consists of the following:

1. Fencing: All chain link fencing is to be new including windscreens and backstop netting. Existing netting poles to remain. No services are included for structural wind load calculations on existing poles.
2. New pre-engineered storage shed with roll-up door. Demo existing building. Hazardous materials survey to be furnished by Owner. Allowance for geotechnical report is included.
3. New LED sports lights to replace existing, including remote controlling. Existing light poles to remain. No services are included for structural wind load calculations on existing poles. Electrical engineering/analysis is limited to the panel servicing the lights.
4. Upgrade all existing drinking fountains (Chilled water required. No bottle filler).
5. Address water intrusion issues at existing electrical room.
6. Grading: Paving / repairing access paths parallel to bullpens.
7. An allowance for updated surveying is included.
8. New drainage system to address existing flooding issues (first and third base).
9. New Artificial turf and drainage. An allowance for percolation testing is included.
10. Asphalt around stadium seating area to be removed. New landscape design (no landscape lighting is included) and concrete slab to be installed.
11. New cosmetic upgrades: Repaint and stucco patch, including grandstand. No stucco sounding included.
12. Renovate ticket booth at entrance (paint, new roll-up door and counters).
13. Upgrade Dugouts: New pre-engineered dugouts.
14. New padding at poles inside field and behind home plate.
- 15. New underground storm water management system (similar to softball field scope of work).**
- 16. Adjust hourly rates as allowed by A/E Contract Article 7.4.2 for remaining design, permitting, bidding, and construction administration fees.**

3. BUTTERFLY GARDEN & HISTORIC LODGE

Adjust hourly rates as allowed by A/E Contract Article 7.4.2 for remaining permitting, bidding, and construction administration fees.

4. HANDBALL COURTS EXTENDED CONSTRUCTION ADMINISTRATION SERVICES

Extend the A/E's construction administration services for another six (6) months thru the anticipated completion of the handball courts project based on latest schedule submitted by the contractor.

DELIVERABLE SCHEDULE

Please see attached Schedule B, dated August 24, 2021 for requested compensation. I trust this proposal satisfies your request. Should it be necessary, please feel free to contact us.

Sincerely,



Rafael Labrada, RA
Project Manager

**SCHEDULE B
CITY OF MIAMI BEACH
FLAMINGO PARK
CONSULTANT'S COMPENSATION FEE SCHEDULE**

[illegible]

7.4.2 Compensation for Services - Hourly Billing Rate Schedule Adjustment
(Using Miami - Fort Lauderdale CPI)

Year	Inflation Rate	Ratio to Previous Year
2006	4.97%	
Feb. 2007	4.07%	0.82
2008	4.81%	1.18
2009	-0.40%	-0.08
2010	0.81%	-2.03
2011	3.40%	4.20
2012	1.96%	0.58
2013	1.24%	0.63
2014	2.11%	1.70
2015	0.99%	0.47
2016	1.73%	1.75
2017	2.67%	1.54
2018	3.38%	1.27
2019	1.75%	0.52
2020	0.92%	0.53
2021	1.59%	1.73
		14.80

Miami-Fort Lauderdale, Florida priced at \$100 in 2006 → \$135.79 in 2021

Miami-fort Lauderdale, Florida Inflation Calculator

Amount

\$ 100

Start year

2006

End year

2021

Calculate

See price inflation for:

- Seattle, Washington
- Fish and seafood
- Boston, Massachusetts
- Full list of CPI categories

Prices for Miami-fort Lauderdale, Florida, 2006-2021 (\$100)

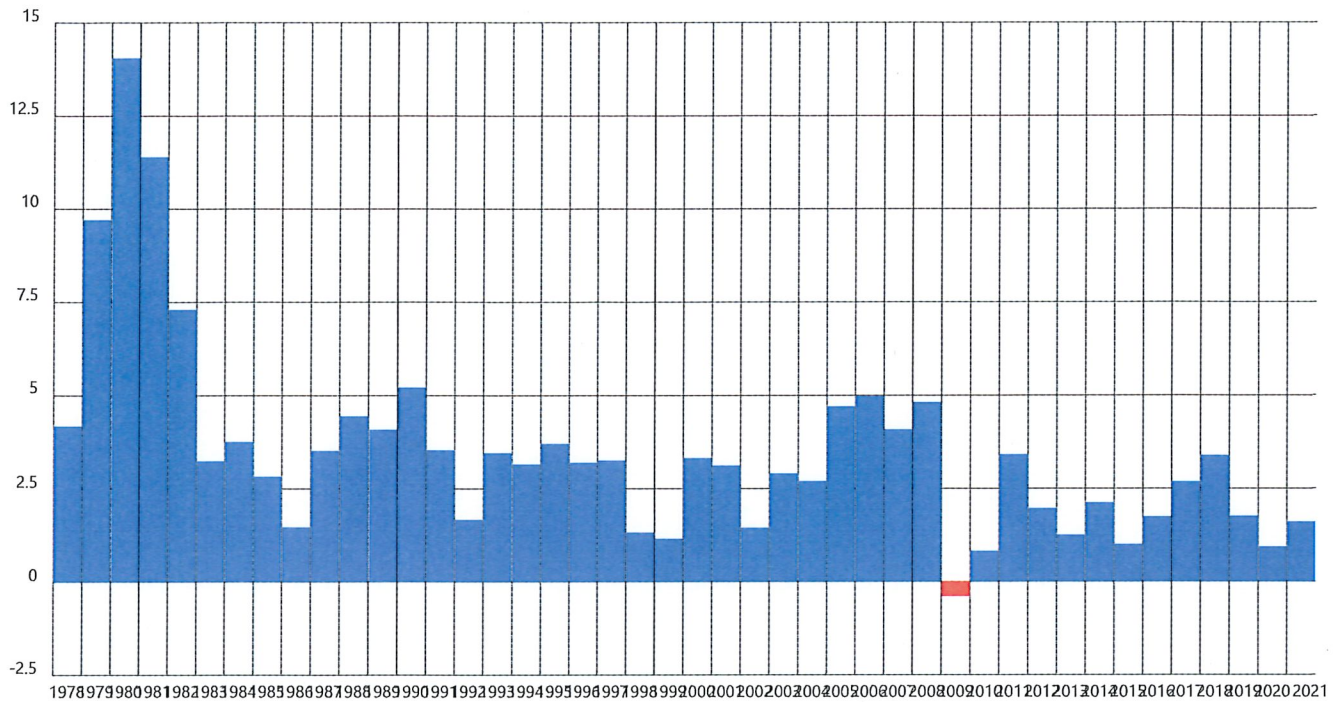
According to the U.S. Bureau of Labor Statistics, prices for miami-fort lauderdale, florida were 35.79% higher in 2021 versus 2006 (a \$35.79 difference in value).

Between 2006 and 2021: Miami-Fort Lauderdale, Florida experienced an average inflation rate of 2.06% per year. This rate of change indicates significant inflation. In other words, miami-fort lauderdale, florida costing \$100 in the year 2006 would cost \$135.79 in 2021 for an equivalent purchase. Compared to the overall inflation rate of 1.84% during this same period, inflation for miami-fort lauderdale, florida was higher.

In the year 2006: Pricing changed by 4.97%, which is above the average yearly change for miami-fort lauderdale, florida during the 2006-2021 time period. Compared to **inflation for all items** in 2006 (3.23%), inflation for miami-fort lauderdale, florida was higher.

Price Inflation for Miami-Fort Lauderdale, Florida since 1977

Consumer Price Index, U.S. Bureau of Labor Statistics



Raw Consumer Price Index data from U.S. Bureau of Labor Statistics for *Miami-Fort Lauderdale, Florida*:

Year	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988
CPI	62.000	64.583	70.850	80.800	90.000	96.567	99.683	103.417	106.333	107.883	111.667	116.617

View price changes for other categories

Detroit, Michigan · Film and photographic supplies · Boston, Massachusetts · Women's apparel · [More](#)

Buying power of \$100 since 2006

Below are calculations of equivalent buying power for Miami-Fort Lauderdale, Florida, over time, for \$100 beginning in 2006. Each of the amounts below is equivalent in terms of what it could buy at the time:

Year	USD Value	Inflation Rate
2006	\$100.00	4.97%
2007	\$104.07	4.07%
2008	\$109.08	4.81%

Year	USD Value	Inflation Rate
2009	\$108.64	-0.40%
2010	\$109.52	0.81%
2011	\$113.24	3.40%

How to calculate the inflation rate for miami-fort lauderdale, florida, 2006-2021

Start with the inflation rate formula:

$$\text{CPI in 2021} / \text{CPI in 2006} * 2006 \text{ USD value} = 2021 \text{ USD value}$$

Then plug in historical CPI values from above. The CPI for Miami-Fort Lauderdale, Florida was 203.600 in the year 2006 and 276.466 in 2021:

$$276.466 / 203.600 * \$100 = \$135.79$$

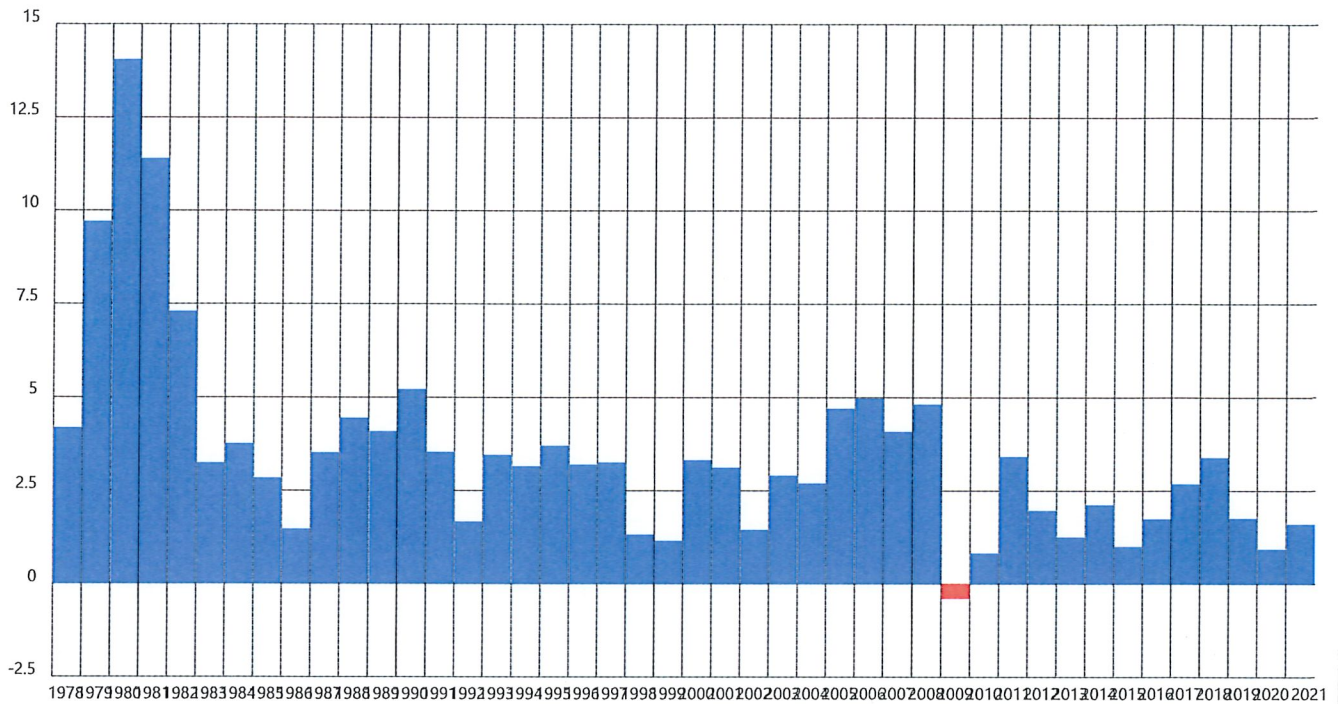
Therefore, according to U.S. Bureau of Labor Statistics, \$100 in 2006 has the same "purchasing power" as \$135.79 in 2021 (in the CPI category of Miami-Fort Lauderdale, Florida).

Source: U.S. Bureau of Labor Statistics began tracking the Consumer Price Index for Miami-Fort Lauderdale, Florida in 1977. In addition to miami-fort lauderdale, florida, the index produces monthly data on changes in prices paid by urban consumers for a variety of goods and services.

» [Read more about inflation and investment.](#)

In other countries:

- [Canada Inflation](#)
- [U.K. Inflation](#)
- [Australia Inflation](#)
- [Euro Inflation](#)
- [Venezuela Inflation](#)



Raw Consumer Price Index data from U.S. Bureau of Labor Statistics for *Miami-Fort Lauderdale, Florida*:

Year	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988
CPI	62.000	64.583	70.850	80.800	90.000	96.567	99.683	103.417	106.333	107.883	111.667	116.617

View price changes for other categories

Detroit, Michigan · Film and photographic supplies · Boston, Massachusetts · Women's apparel · [More](#)

Buying power of \$100 since 2006

Below are calculations of equivalent buying power for Miami-Fort Lauderdale, Florida, over time, for \$100 beginning in 2006. Each of the amounts below is equivalent in terms of what it could buy at the time:

2012	\$115.46	1.96%
2013	\$116.89	1.24%
2014	\$119.36	2.11%
2015	\$120.54	0.99%
2016	\$122.63	1.73%

Year	USD Value	Inflation Rate
2017	\$125.90	2.67%
2018	\$130.16	3.38%
2019	\$132.44	1.75%
2020	\$133.66	0.92%

How to calculate the inflation rate for miami-fort lauderdale, florida, 2006-2021

Start with the inflation rate formula:

$$\text{CPI in 2021} / \text{CPI in 2006} * 2006 \text{ USD value} = 2021 \text{ USD value}$$

Then plug in historical CPI values from above. The CPI for Miami-Fort Lauderdale, Florida was 203.600 in the year 2006 and 276.466 in 2021:

$$276.466 / 203.600 * \$100 = \textbf{\$135.79}$$

Therefore, according to U.S. Bureau of Labor Statistics, \$100 in 2006 has the same "purchasing power" as \$135.79 in 2021 (in the CPI category of Miami-Fort Lauderdale, Florida).

Source: U.S. Bureau of Labor Statistics began tracking the Consumer Price Index for Miami-Fort Lauderdale, Florida in 1977. In addition to miami-fort lauderdale, florida, the index produces monthly data on changes in prices paid by urban consumers for a variety of goods and services.

» [Read more about inflation and investment.](#)

In other countries:

- [Canada Inflation](#)
- [U.K. Inflation](#)
- [Australia Inflation](#)
- [Euro Inflation](#)
- [Venezuela Inflation](#)



July 16, 2021

Rafael Labrada, R.A., LEED AP
Assistant Director of Architecture
Wolfberg Alvarez & Partners
75 Valencia Avenue
Suite 1050
Coral Gables, FL 33134

***Re: Flamingo Park Improvements, Miami Beach, Florida
Letter Agreement for Landscape Architecture and Civil Engineering Services***

Dear Mr. Labrada:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to Wolfberg Alvarez & Partners, Inc. ("the Client") for providing landscape architecture and civil engineering services as specifically described in the tasks below for the "Flamingo Park Improvements" project.. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

It is our understanding that the City of Miami Beach desires to make improvements to two separate areas within Flamingo Park in Miami Beach. The areas of Flamingo Park to be improved as part of this scope of services are as follows:

- **Softball Field** – Existing Construction Documents Package to be revised by Kimley-Horn.
- **Baseball Field** – New Construction Documents Package to be prepared by Kimley-Horn.

The Client's previous civil engineer of record (Wolfberg Alvarez & Partners, Inc., or Client) and the landscape architect of record (O'Leary Richards Design Associates, Inc., or Others) prepared construction document submittal packages for the and Softball Field area of Flamingo Park. For this area, as the new civil engineer of record and landscape architect of record, Kimley-Horn will make review and make revisions to the existing submittal package prepared by others for submittal to the City of Miami Beach for permitting, bidding and construction.

For the Baseball Field area of Flamingo Park, Kimley-Horn will prepare a new civil engineering and landscape architecture submittal package.

The following Base Scope of Services summarizes the tasks under this contract.

BASE SCOPE OF SERVICES

SOFTBALL FIELD

General

Task 1A.0 –Kimley-Horn AutoCAD Standards Set Up

Kimley-Horn will review and revise the AutoCAD files and sheets prepared by the Civil Engineer and Landscape Architect or Record in order to update them to follow Kimley-Horn AutoCAD standards regarding but not limited to title block, layering, naming, colors, etc.

Landscape Architecture

Task 1A.1 – Onsite Landscape Architecture Construction Documents Revisions

Kimley-Horn will review the current design landscape architecture sheets L0.1 to IR2.02 of the Flamingo Park – Softball Field project dated 11/30/2018 and prepared by others. Based on the above review, Kimley-Horn will revise the current design landscape architecture drawings and other documents illustrating the general scope, scale and relationship of the project components.

This task includes those designated services necessary to prepare the Contract Documents, specifications and related documents setting forth, in detail, the requirements for construction of the project. Specifications will be provided as notes on the plans. Preparation of written format contract specifications is not included in this scope of services.

During this task, Client directed changes to the Contract Documents that require redesign or permit revision will be considered additional service.

Kimley-Horn will make two (2) formal submittals during the Contract Documents phase at the 60% and 90% Contract Documents. 60% Contract Documents will be submitted to the Client and design team for coordination. 90% Contract Documents will be submitted to regulatory agencies having jurisdiction to begin obtaining the required approvals. The Onsite Landscape Architecture Contract Documents package may consist of:

- Tree Disposition Plan
- Landscape Plan
- Landscape Details and Notes
- Irrigation Plan
- Irrigation Legend
- Irrigation Details

Task 1A.1 Meetings

Kimley-Horn will attend meetings with the Client during this task as follows:

- Up to two (2) meetings with the Client to be attended by one (1) Kimley-Horn representative. Coordination meetings are calculated at 3 hours including travel time.
- Any additional meetings requested by Client will be billed on an hourly basis.

Task 1A.2 – Landscape Architecture Permitting Assistance

During this task, Kimley-Horn will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to relative governmental agencies. This task assumes that contract documents will not require phasing for permitting. It is anticipated that Kimley-Horn will prepare and coordinate the following permitting submittals:

- Compliance with City of Miami Beach Building Department

This task envisions that the contract documents will be routed through the City of Miami Beach Building Department by the Client's permit expeditor. This task will also include revisions associated with up to two (2) rounds of reasonable comments from regulatory agencies after the initial submittal.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees and impact fees are not included.

After Kimley-Horn has submitted permit applications and received comments from the applicable regulatory agencies, we will update the 90% Contract Documents at one time. The Final Contract Documents will be a construction set of plans incorporating received agency comments that will be issued for construction. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process.

Task 1A.3 – Landscape Architecture Bidding Assistance

Kimley-Horn will provide assistance to the Client during the bidding and award phase of the project. Kimley-Horn will perform the following tasks:

- Attend one (1) Pre-Bid Conference
- Respond in writing during the bid period to questions raised and clarifications requested regarding the construction documents
- Provide printing of approved construction plans as follows per allowable expenses.
 - Two (2) sets of half size prints and two (2) sets of full-size prints to Client.
 - One set of reproducible drawings to the Client's preconstruction Contractor for printing and distribution of documents to bidders, and necessary vendors.
 - Required number of signed and sealed drawings for all applicable submittals to the jurisdictional authorities for permitting purposes.
- Be available for up to two (2) rounds of limited consultation in the analysis of cost quotes, bids and/or proposals, and the content, issuance and/or awarding of final contract. As such, the contractor is responsible for consolidating the inquiries, documents and materials.

Kimley-Horn will not assist with cost estimating or quantity take-offs. It is assumed that the prospective contractors are responsible for their own bid quantity and costs.

Task 1A.4 – Landscape Architecture Limited Construction Phase Assistance

Kimley-Horn will provide professional construction phase services for aiding Client during construction. This task assumes that the project construction schedule for the landscape architecture components shall not exceed a six (6) month time frame. If the construction schedule is extended or delayed, the consultant will be entitled to additional services. These services are as follows:

- **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 (1) Kimley-Horn representative. Meetings are calculated at three (3) hours each including travel time. 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 / Construction Meetings and Observation of Construction** – Kimley-Horn will attend up to three (3) site visit(s) / construction meeting(s) to observe construction activities and the progress of work. Visits / Meetings are calculated at three (3) hours each including travel time.
- **Clarifications and Interpretations** - Respond to up to four (4) reasonable requests - Issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- **Shop Drawings and Samples** – Review and take appropriate action in respect to Shop Drawing Submittals specifically listed on the Final Construction Documents, which the Contractor is required to submit.
- **Substantial Completion and Punch-list** – Once the Contractor confirms that the project is substantially complete, one (1) Kimley-Horn representative 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 Final Construction documents.
- **Final Notice of Acceptability of the Work** – Once the Contractor confirms that all corrective action from the punch-list has been completed, one Kimley-Horn representative will attend one (1) 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 accordance with the Landscape Architecture 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. If the work is found to be incomplete, additional site walkthroughs will be attended 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.

Civil Engineering

Task 1B.1 – Onsite Civil Engineering Contract Documents Revisions

Kimley-Horn will review the current design site-civil plan sheets C.1 to C.5 of the Flamingo Park – Softball Field project dated 11/30/2018 and prepared by the Client. Based on the above review, Kimley-Horn will revise the current design site-civil drawings and other documents illustrating the general scope, scale and relationship of the project components.

During this task, Kimley-Horn will perform the following services:

- Visit the site one (1) time to note any visible signs of existing utility connections, surrounding uses and to take photographs.
- Complete a Sunshine One Design Ticket and send out letters in an attempt to obtain available information from the infrastructure and service providers outlined by the Sunshine One Design Ticket.
- Incorporate atlases and/or readily available “as-built” drawings for domestic water, sewer, gas, electric, telecommunications and stormwater provided by City of Miami Beach (City).
- Research permit history for the site with South Florida Water Management District and the Department of Regulatory and Economic Resources

This task includes those designated services necessary to prepare the Contract Documents and related documents setting forth, in detail, the requirements for construction of the project. Specifications will be provided as notes on the plans. Preparation of written format contract specifications is not included in this scope of services.

During this task, Client directed changes to the Contract Documents that require redesign or permit revision will be considered additional service.

Kimley-Horn will make two (2) formal submittals during the Contract Documents phase at the 60% and 90% Contract Documents. 60% Contract Documents will be submitted to the client and design team for coordination. 90% Contract Documents will be submitted to regulatory agencies having jurisdiction to begin obtaining the required approvals. Final Construction Documents will be a construction set of plans incorporating received agency comments that will be issued for construction. The Onsite Civil Engineering Contract Documents package may consist of:

- General Notes
- Erosion Control Plans and Details
- Demolition Plan and Notes
- Site Plan
- Paving, Grading and Drainage Plan and Details

It is understood the City wishes to place an underground stormwater chamber system underneath the field limits to increase the stormwater retention capacity of the existing drainage system located within the Project limits. Additionally, it is understood the City wishes to install an underground cistern to store collected stormwater runoff to be used for irrigation purposes. Kimley-Horn will not design the underground stormwater chamber system and/or underground irrigation cistern system. However, Kimley-Horn will coordinate with a City approved vendor to size and locate the underground stormwater chamber system and irrigation cistern per City's criteria. Design and permitting of these underground

stormwater and irrigation cistern systems are to be provided by the Contractor as signed and sealed shop drawings thru specialty vendors. Kimley-Horn proposes to design a drainage system that will connect outside the footprint of the stormwater chamber system and irrigation cistern and interconnect the systems to the City's existing drainage system.

It is understood the Project shall connect to the City's existing stormwater management system ("System") and that the System has sufficient size, depth, and capacity. The system will be available and accessible to the Project site and has capacity for accommodating the stormwater quality and quantity requirements this Project. An as-built survey of the existing onsite drainage and utilities will be provided by the Client or City. Kimley-Horn assumes that any existing drainage system to remain for the site is working properly. As such, no drainage evaluation or improvements are considered under this scope of service.

Task 1B.1 Meetings

Kimley-Horn will attend meetings with the Client during this task as follows:

- Up to two (2) meetings with the Client to be attended by one (1) Kimley-Horn representative. Coordination meetings are calculated at 3 hours including travel time.
- Any additional meetings requested by Client will be billed on an hourly basis.

Task 1B.2 – Onsite Civil Engineering Permitting Assistance

During this task, Kimley-Horn will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to relative governmental agencies. This task assumes that contract documents will not require phasing for permitting. It is anticipated that Kimley-Horn will prepare and coordinate the following permitting submittals:

- Compliance with City of Miami Beach
 - Public Works Dept. Paving, Grading and Drainage Plan Review
- Compliance with Miami-Dade County Division of Environmental Resource Management (DERM)
 - Class 2 Permit
 - Modification of Environmental Resource Permit

This task envisions that the contract documents will be routed through the City of Miami Beach Building Department & Miami Dade County DRER by the Client's permit expeditor. This task will also include revisions associated with up to two (2) rounds of reasonable comments from regulatory agencies after the initial submittal.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees and impact fees are not included.

After Kimley-Horn has submitted permit applications and received comments from the applicable regulatory agencies, we will update the 90% Contract Documents at one time. The Final Contract Documents will be a construction set of plans incorporating received agency comments that will be issued for construction. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process.

Task 1B.3 – Civil Engineering Bidding Assistance

Kimley-Horn will provide assistance to the Client during the bidding and award phase of the project. Kimley-Horn will perform the following tasks:

- Attend one (1) Pre-Bid Conference
- Respond in writing during the bid period to questions raised and clarifications requested regarding the construction documents
- Provide printing of approved construction plans as follows per allowable expenses.
 - Two (2) sets of half size prints and two (2) sets of full-size prints to Client.
 - One set of reproducible drawings to the Client's preconstruction Contractor for printing and distribution of documents to bidders, and necessary vendors.
 - Required number of signed and sealed drawings for all applicable submittals to the jurisdictional authorities for permitting purposes.
- Be available for up to two (2) rounds of limited consultation in the analysis of cost quotes, bids and/or proposals, and the content, issuance and/or awarding of final contract. As such, the contractor is responsible for consolidating the inquiries, documents and materials.

Kimley-Horn will not assist with cost estimating or quantity take-offs. It is assumed that the prospective contractors are responsible for their own bid quantity and costs.

Task 1B.4 – Civil Engineering Limited Construction Phase Assistance

Kimley-Horn will provide professional construction phase services for aiding Client during construction. This task assumes that the project construction schedule for the onsite civil engineering components shall not exceed a three (3) month time frame. If the construction schedule is extended or delayed, the consultant may be entitled to additional services. These services are as follows:

- **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 (1) Kimley-Horn representative. Meetings are calculated at three (3) hours each including travel time. 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 / Construction Meetings and Observation of Construction** – Kimley-Horn will attend up to two (2) site visit(s) / construction meeting(s) to observe construction activities and the progress of work. Visits / Meetings are calculated at three (3) hours each including travel time.
- **Clarifications and Interpretations** - Respond to up to four (4) reasonable requests - Issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- **Shop Drawings and Samples** – Review and take appropriate action in respect to Shop Drawing Submittals specifically listed on the Final Construction Documents, which the Contractor is required to submit.
- **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 or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be 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.

- **Substantial Completion and Punch-list** – Once the Contractor confirms that the project is substantially complete, one (1) Kimley-Horn representative will attend one (1) site walkthrough with the Client, Owner, and Contractor to observe and evaluate the completed work for conformance with the approved Civil 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 Final Construction documents.
- **Final Notice of Acceptability of the Work** – Once the Contractor confirms that all corrective action from the punch-list has been completed, one Kimley-Horn representative will attend one (1) 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 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. If the work is found to be incomplete, additional site walkthroughs will be attended 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.

BASEBALL FIELD

Landscape Architecture

Task 2A.1 – Onsite Contract Documents

Based on the sheet G1.01 of the Flamingo Park – Masterplan Baseball Field Renovation project dated 01/31/2018, Kimley-Horn will prepare landscape architecture drawings and other documents illustrating the general scope, scale and relationship of the project components.

During this task, Kimley-Horn will visit the site one (1) time to note the existing plant material and to take photographs.

This task includes those designated services necessary to prepare the Contract Documents, specifications and related documents setting forth, in detail, the requirements for construction of the project. Specifications will be provided as notes on the plans. Preparation of written format contract specifications is not included in this scope of services.

During this task, Client directed changes to the Contract Documents that require redesign or permit revision will be considered additional service.

Kimley-Horn will make two (2) formal submittals during the Contract Documents phase at the 60% and 90% Contract Documents. 60% Contract Documents will be submitted to the Client and design team for coordination. 90% Contract Documents will be submitted to regulatory agencies having jurisdiction to begin obtaining the required approvals. The Onsite Landscape Architecture Contract Documents package may consist of:

- Tree Disposition Plan
- Landscape Plan
- Landscape Details and Notes
- Irrigation Plan
- Irrigation Legend
- Irrigation Details

Task 2A.1 Meetings

Kimley-Horn will attend meetings with the Client during this task as follows:

- Up to two (2) meetings with the Client to be attended by one (1) Kimley-Horn representative. Coordination meetings are calculated at 3 hours including travel time.
- Any additional meetings requested by Client will be billed on an hourly basis.

Task 2A.2 – Landscape Architecture Permitting Assistance

During this task, Kimley-Horn will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to relative governmental agencies. This task assumes that contract documents will not require phasing for permitting. It is anticipated that Kimley-Horn will prepare and coordinate the following permitting submittals:

- Compliance with City of Miami Beach Building Department

This task envisions that the contract documents will be routed through the City of Miami Beach Building Department by the Client's permit expeditor. This task will also include revisions associated with up to two (2) rounds of reasonable comments from regulatory agencies after the initial submittal.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees and impact fees are not included.

After Kimley-Horn has submitted permit applications and received comments from the applicable regulatory agencies, we will update the contract documents at one time. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process.

Task 2A.3 – Landscape Architecture Bidding Assistance

Kimley-Horn will provide assistance to the Client during the bidding and award phase of the project. Kimley-Horn will perform the following tasks:

- Attend one (1) Pre-Bid Conference
- Respond in writing during the bid period to questions raised and clarifications requested regarding the construction documents
- Provide printing of approved construction plans as follows per allowable expenses.
 - Two (2) sets of half size prints and two (2) sets of full-size prints to Client.
 - One set of reproducible drawings to the Client's preconstruction Contractor for printing and distribution of documents to bidders, and necessary vendors.
 - Required number of signed and sealed drawings for all applicable submittals to the jurisdictional authorities for permitting purposes.

- Be available for up to two (2) rounds of limited consultation in the analysis of cost quotes, bids and/or proposals, and the content, issuance and/or awarding of final contract. As such, the contractor is responsible for consolidating the inquiries, documents and materials.

Kimley-Horn will not assist with cost estimating or quantity take-offs. It is assumed that the prospective contractors are responsible for their own bid quantity and costs.

Task 2A.4 – Landscape Architecture Limited Construction Phase Assistance

Kimley-Horn will provide professional construction phase services for aiding Client during construction. This task assumes that the project construction schedule for the landscape architecture components shall not exceed a six (6) month time frame. If the construction schedule is extended or delayed, the consultant may be entitled to additional services. These services are as follows:

- **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 (1) Kimley-Horn representative. Meetings are calculated at three (3) hours each including travel time. 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 / Construction Meetings and Observation of Construction** – Kimley-Horn will attend up to three (3) site visit(s) / construction meeting(s) to observe construction activities and the progress of work. Visits / Meetings are calculated at three (3) hours each including travel time.
- **Clarifications and Interpretations** - Respond to up to four (4) reasonable requests - Issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- **Shop Drawings and Samples** – Review and take appropriate action in respect to Shop Drawing Submittals specifically listed on the Final Construction Documents, which the Contractor is required to submit.
- **Substantial Completion and Punch-list** – Once the Contractor confirms that the project is substantially complete, one (1) Kimley-Horn representative 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 Final Construction documents.
- **Final Notice of Acceptability of the Work** – Once the Contractor confirms that all corrective action from the punch-list has been completed, one Kimley-Horn representative will attend one (1) 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 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. If the work is found to be incomplete, additional site walkthroughs will be attended 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.

Civil Engineering

Task 2B.1 – Onsite Construction Documents

Based on the sheet G1.01 of the Flamingo Park – Masterplan Baseball Field Renovation project dated 01/31/2018 and prepared by the Client, Kimley-Horn will design site-civil drawings and other documents illustrating the general scope, scale and relationship of the project components.

During this task, Kimley-Horn will perform the following services:

- Visit the site one (1) time to note any visible signs of exiting utility connections, surrounding uses and to take photographs.
- Complete a Sunshine One Design Ticket and send out letters in an attempt to obtain available information from the infrastructure and service providers outlined by the Sunshine One Design Ticket.
- Incorporate atlases and/or readily available “as-built” drawings for domestic water, sewer, gas, electric, telecommunications and stormwater provided by City of Miami Beach (City).
- Research permit history for the site with South Florida Water Management District and the Department of Regulatory and Economic Resources

This task includes those designated services necessary to prepare the Construction Documents, specifications and related documents setting forth, in detail, the requirements for construction of the project. Specifications will be provided as notes on the plans. Preparation of written format contract specifications is not included in this scope of services.

During this task, Client directed changes to the Contract Documents that require redesign or permit revision will be considered additional service.

Kimley-Horn will make two (2) formal submittals during the Contract Documents phase at the 60% and 90% Contract Documents. 60% Contract Documents will be submitted to the client and design team for coordination. 90% Contract Documents will be submitted to regulatory agencies having jurisdiction to begin obtaining the required approvals. Final Construction Documents will be a construction set of plans incorporating received agency comments that will be issued for construction.

The Onsite Civil Engineering Contract Documents package may consist of:

- General Notes
- Erosion Control Plans and Details
- Demolition Plan and Notes
- Site Plan
- Paving, Grading and Drainage Plan and Details

It is understood the City wishes to place an underground stormwater chamber system underneath the field limits to increase the stormwater retention capacity of the existing drainage system located within the Project limits. Additionally, it is understood the City wishes to install an underground cistern to store collected stormwater runoff to be used for irrigation purposes. Kimley-Horn will not design the

underground stormwater chamber system and/or underground irrigation cistern system. However, Kimley-Horn will coordinate with a City approved vendor to size and locate the underground stormwater chamber system and irrigation cistern per City's criteria. Design and permitting of these underground stormwater and irrigation cistern systems are to be provided by the Contractor as signed and sealed shop drawings thru specialty vendors. Kimley-Horn proposes to design a drainage system that will connect outside the footprint of the stormwater chamber system and irrigation cistern and interconnect the systems to the City's existing drainage system.

It is understood the Project shall connect to the City's existing stormwater management system ("System") and that the system has sufficient size, depth, and capacity. The system will be available and accessible to the Project site and has capacity for accommodating the stormwater quality and quantity requirements this Project. An as-built survey of the existing onsite drainage and utilities will be provided by the Client or City. Kimley-Horn assumes that any existing drainage system to remain for the site is working properly. As such, no drainage evaluation or improvements are considered under this scope of service.

Task 2B.1 Meetings

Kimley-Horn will attend meetings with the Client during this task as follows:

- Up to two (2) meetings with the Client to be attended by one (1) Kimley-Horn representative. Coordination meetings are calculated at 3 hours including travel time.
- Any additional meetings requested by Client will be billed on an hourly basis.

Task 2B.2 – Onsite Civil Engineering Permitting Assistance

During this task, Kimley-Horn will prepare permit applications with supporting documentation for the Client's signature and subsequent transmittal to relative governmental agencies. This task assumes that contract documents will not require phasing for permitting. It is anticipated that Kimley-Horn will prepare and coordinate the following permitting submittals:

- Compliance with City of Miami Beach
 - Public Works Dept. Paving, Grading and Drainage Plan Review
- Compliance with Miami-Dade County Division of Environmental Resource Management (DERM)
 - Class 2 Permit
 - Modification of Environmental Resource Permit

This task envisions that the contract documents will be routed through the City of Miami Beach Building Department & Miami Dade County DRER by the Client's permit expeditor. This task will also include revisions associated with up to two (2) rounds of reasonable comments from regulatory agencies after the initial submittal.

If separate or additional submittals are requested by any of the jurisdictional agencies, the Client or any of the Client's consultants, said submittals will be made as an additional service. Permit fees and impact fees are not included.

After Kimley-Horn has submitted permit applications and received comments from the applicable regulatory agencies, we will update the contract documents at one time. The plans will be prepared reflecting comments and/or conditions set forth by the regulatory agencies during the permitting process.

Task 2B.3 – Civil Engineering Bidding Assistance

Kimley-Horn will provide assistance to the Client during the bidding and award phase of the project. Kimley-Horn will perform the following tasks:

- Attend one (1) Pre-Bid Conference
- Respond in writing during the bid period to questions raised and clarifications requested regarding the construction documents
- Provide printing of approved construction plans as follows per allowable expenses.
 - Two (2) sets of half size prints and two (2) sets of full-size prints to Client.
 - One set of reproducible drawings to the Client's preconstruction Contractor for printing and distribution of documents to bidders, and necessary vendors.
 - Required number of signed and sealed drawings for all applicable submittals to the jurisdictional authorities for permitting purposes.
- Be available for up to two (2) rounds of limited consultation in the analysis of cost quotes, bids and/or proposals, and the content, issuance and/or awarding of final contract. As such, the contractor is responsible for consolidating the inquiries, documents and materials.

Kimley-Horn will not assist with cost estimating or quantity take-offs. It is assumed that the prospective contractors are responsible for their own bid quantity and costs.

Task 2B.4 – Civil Engineering Limited Construction Phase Assistance

Kimley-Horn will provide professional construction phase services for aiding Client during construction. This task assumes that the project construction schedule for the onsite civil engineering components shall not exceed a three (3) month time frame. If the construction schedule is extended or delayed, the consultant may be entitled to additional services. These services are as follows:

- 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 (1) Kimley-Horn representative. Meetings are calculated at three (3) hours each including travel time. 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 / Construction Meetings and Observation of Construction – Kimley-Horn will attend up to two (2) site visit(s) / construction meeting(s) to observe construction activities and the progress of work. Visits / Meetings are calculated at three (3) hours each including travel time.
- Clarifications and Interpretations - Respond to up to four (4) reasonable requests - Issue clarifications and interpretations of the Construction Documents to Client/Contractor as deemed reasonable and appropriate by the consultant.
- Shop Drawings and Samples – Review and take appropriate action in respect to Shop Drawing Submittals specifically listed on the Final Construction Documents, which the Contractor is required to submit.
- 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 or the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be 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.

- Substantial Completion and Punch-list – Once the Contractor confirms that the project is substantially complete, one (1) Kimley-Horn representative will attend one (1) site walkthrough with the Client, Owner, and Contractor to observe and evaluate the completed work for conformance with the approved Civil 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 Final Construction documents.
- Final Notice of Acceptability of the Work – Once the Contractor confirms that all corrective action from the punch-list has been completed, one Kimley-Horn representative will attend one (1) 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 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. If the work is found to be incomplete, additional site walkthroughs will be attended 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.

PROJECT ASSUMPTIONS

This agreement is based on the following assumptions:

- It is assumed that the site plan will be 'frozen' upon the Client's written notice to proceed with Contract Documents.
- The Client will provide a current boundary, topographic and detailed tree survey in State Plane coordinates to an appropriate vertical datum, including all abutting right of ways, easements, existing utilities such as, but not limited to, sanitary sewer and drainage rims, inverts, and pipe sizes and materials. The survey will be provided in AutoCAD (dwg) electronic file format, and in hardcopy form, signed & sealed by a professional land surveyor registered in the State of Florida.
- Opinion of Probable Costs will be provided by others under a separate contract with the Client.
- The project drawings will be produced in AutoCAD "dwg" (2-D) format. This scope of services does not include the development of a 3-D Building Information Model (BIM).
- Kimley-Horn will provide service connections for water, sewer and drainage to a coordinated location 5-feet from the existing lodge building requiring service.
- Onsite water/sewer service and drainage design will be based off the best available existing utility information from Client/ and companies/utilities adjacent or inside the project limits.
- Existing utilities of sufficient size, depth, pressure and capacity will be available and accessible to the site and will serve as the source for accommodating this project, and that no utility extensions, fire hydrants or lift station improvements are required. The City shall provide backup documentation to Kimley-Horn for use during permitting that shows that the existing drainage system has sufficient capacity for stormwater quality and quantity for the improvements under this scope of services.

- Kimley-Horn assumes no off-site improvements are required. Should these improvements be required during this project, Kimley-Horn will prepare the required scope of service as additional services.
- Under-Drainage System and Stormwater Chamber System for baseball field and softball field as well as Irrigation Cistern to be designed and permitted by the Contractor thru a vendor/manufacturer as shop drawings.
- It is assumed that no hydraulic modeling of upgrades of the existing drainage systems will be required to allow the interconnection of the proposed on-site and existing off-site drainage systems.
- This scope of services does not include evaluation/determination of sea level rise or resilience.
- Maintenance of Traffic Plans (MOT), if required, to be provided by the Contractor.
- Dewatering Permit to be obtained by the General Contractor.
- All environmental permitting and coordination will be done by others or can be provided as an additional service.
- Site Lighting and Electrical Engineering Services are not part of this scope of services.
- The Client will retain a licensed ISA consulting arborist to provide the documentation required for permits associated with existing trees on-site and the related landscape architectural work.
- As-built drawings are not part of this scope of services and will be provided by the General contractor.
- Re-design based upon value engineering is not part of this scope of services.
- Client to provide authorization to represent the Client on permit applications.
- Kimley-Horn will revise the plans and exhibits created under this scope of services in order to address reasonable agency comments. If Agency or Client comments require significant changes to the design intent, Kimley-Horn will perform said revisions as an additional service.
- During the course of the project, if actual requirements or conditions are found to be different from the assumptions above, the Consultant will submit a supplemental scope of services and fee for any additional work (i.e. additional Construction Administration, site plan revisions, changes to design caused by other than Kimley-Horn, etc.) that may be required by the Client for consideration.
- The Client will provide a current boundary, topographic and detailed tree survey in State Plane coordinates to an appropriate vertical datum, including all abutting right of ways, easements, existing utilities such as, but not limited to, dry utilities, sanitary sewer and drainage rims, inverts, and pipe sizes and materials. The survey will be provided in AutoCAD (dwg) electronic file format, and in hardcopy form, signed & sealed by a professional land surveyor registered in the State of Florida.
- This scope does not include services associated with land use amendments, rezonings, variances, platting, or any related/similar entitlement process or deliverables.
- Kimley-Horn will provide specifications as notes on the plans. CSI format written specifications are not part of this scope of services.
- Site signage design and detailing is not part of this scope of services.
- The Client and/or Owner will hire a "Private Provider" and "Permit Expeditor" who will responsible for coordinating and leading the permit process.
- Structural engineering for site related elements is not part of this scope of services and will be provided by a structural engineer under a separate contract with the Client.
- Site shade structures selection, design and/or specification is not part of this scope of services.
- Kimley-Horn assumes all information provided by the Client can be relied upon in the performance of professional services in accordance with the requirements of 62B-33 F.A.C.

During the course of the project, if actual requirements or conditions are found to be different from the assumptions above, the Consultant will submit to Client for Client's approval a supplemental scope of services and fee for any additional work that may be required to the Client for consideration.

ADDITIONAL SERVICES

The following tasks are not part of this scope of services but may be performed on an hourly labor fee plus expense basis, as additional services if requested by the Client. These services may include, but are not limited to:

- Significant revisions to the design of the two project areas.
- Services required by additional governmental regulations, which might be put into effect after the date of this agreement.
- Deliverables not specifically outlined in the tasks shown above.
- Any other services not specifically listed in the "Scope of Services".

INFORMATION TO BE PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Preliminary Site Plan in AutoCAD format
- Geotechnical Report
- Current survey prepared by a Professional Land Surveyor retained by the Client. The survey will be provided in both electronic (AutoCAD 2007 or later) and as hardcopies signed and sealed by a professional land surveyor. The survey should include all surface structures, utility structures with inverts, landscape, and hardscape features. Survey to include adequate topo.
- Atlases and "as-built" drawings for domestic water, sewer, gas, electric, telecommunications and stormwater within project limits.
- Previously prepared Civil Engineering and Landscape Architecture plans in AutoCad format and drainage calculations for Kimley-Horn's use.
- Site access and authorization to represent the Client on permit inquiries.
- Ownership documentation required during the process.
- Permit application fees, impact fees and plan review fees.
- Kimley-Horn assumes all information provided by the Client can be relied upon in the performance of professional services in accordance with the requirements of 62B-33 F.A.C.

SCHEDULE

We will provide our services in an expeditious and orderly manner to meet the schedule of the above tasks as mutually agreed to with the Client. **Due to the everchanging circumstances surrounding the COVID-19 Virus, situations may arise during the performance of this Agreement that affect availability of resources and staff of Kimley-Horn, the client, other consultants, and public agencies. There could be changes in anticipated delivery times, jurisdictional approvals, and project costs. Kimley-Horn will exercise reasonable efforts to overcome the challenges presented by current circumstances, but Kimley-Horn will not be liable to Client for any delays, expenses, losses, or damages of any kind arising out of the impact of the COVID-19 Virus.**

FEE AND BILLING**BASE SCOPE OF SERVICES****LUMP SUM TASKS****Softball Field**

Kimley-Horn will perform the services described in Tasks 3A.0 thru 3B.4 of this Scope of Services for the lump sum fees outlined below. Individual task amounts are informational only.

Task	Description	Lump Sum Fee
3A.0	Kimley-Horn AutoCAD Standards Set Up	\$4,000
3A.1	Onsite Landscape Architecture Contract Documents Revisions.....	\$6,000
3A.2	Landscape Architecture Permitting Assistance	\$4,000
3A.3	Landscape Architecture Bidding Assistance	\$2,500
3A.4	Landscape Architecture Limited Construction Phase Assistance	\$8,500
3B.1	Onsite Civil Engineering Contract Documents Revisions	\$22,000
3B.2	Civil Engineering Permitting Assistance	\$10,500
3B.3	Civil Engineering Bidding Assistance.....	\$2,500
3B.4	Civil Engineering Limited Construction Phase Assistance	\$6,500

Baseball Field

Kimley-Horn will perform the services described in Tasks 4A.1 thru 4B.4 of this Scope of Services for the lump sum fees outlined below. Individual task amounts are informational only.

Task	Description	Lump Sum Fee
4A.1	Onsite Landscape Architecture Contract Documents Revisions.....	\$6,000
4A.2	Landscape Architecture Permitting Assistance	\$4,000
4A.3	Landscape Architecture Bidding Assistance.....	\$2,500
4A.4	Landscape Architecture Limited Construction Phase Assistance	\$8,500
4B.1	Onsite Civil Engineering Contract Documents Revisions	\$24,000
4B.2	Civil Engineering Permitting Assistance	\$10,500
4B.3	Civil Engineering Bidding Assistance.....	\$2,500
4B.4	Civil Engineering Limited Construction Phase Assistance	\$6,500

Recommended Reimbursable Expenses Budget: \$3,500.

In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 the cost.

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 above.

All permitting, application, and similar project fees will be paid directly by the Client. Fees will be invoiced monthly based upon the percentage of services performed as of the invoice date. Payment will be due within 30 days of your receipt of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to Wolfberg Alvarez & Partners.

Consultant, in an effort to expedite invoices and reduce paper waste, offers its clients the option to receive electronic invoices. These invoices come via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested.

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. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, please complete and return with the signed copy of this Agreement the attached Request for Information. Failure to supply this information could result in delay in starting work on your project.

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

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Julio Collier, P.E.
Vice President



George E. Puig, P.L.A.
Associate



Wolfberg Alvarez & Partners

Agreed to this _____ day of _____, 2021

By: _____

(Print or Type Name)

Title: _____

(As Authorized by Law)

(Email Address)

_____, Witness

(Print or Type Name)

Copy To: Julio Collier/File

Client's Federal Tax ID: _____

Client's Business License No.: _____

Client's Street Address: _____

Attachment – Request for Information

Attachment – Standard Provisions

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Request for Information

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Client Identification

Full, Legal Name of Client					
Mailing Address for Invoices					
Contact for Billing Inquiries					
Contact's Phone and e-mail					
Client is (check one)	Owner	☐	Agent for Owner	☐	Unrelated Owner to ☐

Property Identification

	Parcel 1	Parcel 2	Parcel 3	Parcel 4
Street Address				
County in which Property is Located				
Tax Assessor's Number(s)				

Property Owner Identification

	Owner 1	Owner 2	Owner 3	Owner 4
Owner(s) Name				
Owner(s) Mailing Address				
Owner's Phone No.				
Owner of Which Parcel #?				

Project Funding Identification – List Funding Sources for the Project

Attach additional sheets if there are more than 4 parcels or more than 4 owners



**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts



from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision



until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-



enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.