

RESOLUTION 152 - 23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA, APPROVING AMENDMENT #2 TO CONTRACT CON-PW19-45/AP-1(CP) BETWEEN THE CITY OF CAPE CORAL AND KIMLEY HORN AND ASSOCIATES, INC. TO PROVIDE ADDITIONAL DESIGN PHASE SERVICES IN THE AMOUNT OF \$262,743.50; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE AMENDMENT #2; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 22, 2019, City Council adopted Resolution 150-19 which approved Contract CON-PW19-45/AP-1(CP) between the City of Cape Coral and Kimley Horn and Associates, Inc. for professional design services for the Community Parks Project, in the amount of \$3,204,076, subject to a City-controlled contingency amount not to exceed five percent of the total contract amount; and

WHEREAS, on October 5, 2020, City Council adopted Resolution 165-20 which approved Contract Amendment #1 to Contract PW19-45/AP-1(CP) for additional professional design services for the Cape Coral Yacht Club Park in the amount of \$773,072.18, which increased the total project amount to \$4,137,352; and

WHEREAS, staff negotiated Amendment #2 for additional design phase services for the Yacht Club under the existing agreement utilizing the same terms and conditions, in the amount of \$262,743.50; and

WHEREAS, the City Manager recommends City Council approve Amendment #2 to Contract PW19-45/AP-1(CP) to provide additional design phase services for the Yacht Club in the amount of \$262,753.50.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL, FLORIDA:

Section 1. The City Council hereby approves Amendment #2 to Contract PW19-45/AP-1(CP) between the City of Cape Coral and Kimley Horn and Associates, Inc. for additional design phase services for the Yacht Club in the amount of \$262,743.50. A copy of Contract Amendment #2 is attached hereto as Exhibit 1.

Section 2. The City Council hereby authorizes the City Manager or his designee to execute Amendment #2.

Section 3. Effective Date. This resolution shall take effect immediately upon its adoption by the Cape Coral City Council.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF CAPE CORAL AT ITS REGULAR SESSION THIS _____ DAY OF _____, 2023.

JOHN GUNTER, MAYOR

VOTE OF MAYOR AND COUNCILMEMBERS:

GUNTER	_____	CUMMINGS	_____
STEINKE	_____	WELSH	_____
SHEPPARD	_____	LONG	_____
HAYDEN	_____	COSDEN	_____

ATTESTED TO AND FILED IN MY OFFICE THIS _____ DAY OF _____, 2023.

KIMBERLY BRUNS
CITY CLERK

APPROVED AS TO FORM:



MARK MORIARTY
ASSISTANT CITY ATTORNEY
res/Approve Contract Amendment #2 Kimley Horn & Assoc.

EXHIBIT 1

**Amendment No. 2
Design of Neighborhood & Community Parks
Additional Services at the Cape Coral Yacht Club
CON-PW19-45/AP-1**

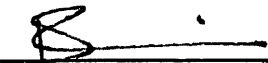
This Amendment No. 2 to the Design of Neighborhood & Community Parks agreement CON-PW19-45/AP-1 is made by mutual agreement between the contracting parties **City of Cape Coral** and **Kimley-Horn and Associates, Inc.** to allow a modification of the work assignment as shown per the attached exhibits for the Professional Design Services of the **additional services at the Cape Coral Yacht Club**.

- 1) This modification allows for additional Professional Services per the original agreement and is shown as in the attached exhibits for the additional scope of work at the contract price for total not to exceed Two hundred sixty-two thousand seven hundred twenty-three and 50/100 dollars, (\$262,723.50).
- 2) The additional Professional Services Exhibit A is attached hereto, incorporated herein, and made a part hereof.

All other Terms and Conditions will remain as stated in the original agreement executed on July 25, 2019.

IN WITNESS, WHEREOF, the parties hereto have executed this Amendment No. 2 to CON-PW19-45/AP-1, to be effective as of the last signature date shown below.

FIRM: Kimley-Horn & Associates, Inc.



Signature

JAMES FANKONIN

Printed Name

6/7/23

Date

WITNESS:



Signature

SUSAN M JOHNSON

Printed Name

6/7/23

Date

CITY OF CAPE CORAL:

Michael Ilczyszyn
Interim City Manager

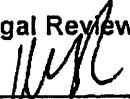
Date

ATTEST:

Kimberly Bruns, CMC
City Clerk

Date

City Legal Review:

 6/6/2023

Brian R. Bartos
Deputy City Attorney

ADDITIONAL TASK #5 to Cape Coral Community Parks for Fuel Tank Replacement at the Cape Coral Yacht Club

Dated: June 2, 2023

Project Understanding

This scope of work will consist of the removal of one (1) existing 8,000-gallon fuel underground storage tank, the filling of one (1) existing 6,000-gallon fuel underground storage tank to remain in place, and the installation of one (1) new 16,000-gallon fuel underground storage tank (UST) including 12,000 gallons for recreational fuel and 4,000 gallons for diesel, and a new fuel island. The fuel island will have one (1) dispenser with two (2) nozzles for diesel and one (1) dispenser with two (2) nozzles for recreational fuel.

The scope of work assumes that all permitting, application, and similar project fees will be paid directly by the City.

The scope of work assumes that the City desires to implement the fuel underground storage tank replacement concurrent with the construction of the marine elements (seawall and docks) designed for the Yacht Club, and that these elements will begin construction prior to construction of the upland improvements which are currently being redesigned with the updated Master Plan being prepared under Additional Task #7.

The scope of work assumes that the selected Construction Manager at Risk (CM) will provide bidding services of the final construction documents.

SCOPE OF SERVICES

The project is the design, site permitting, bidding and limited construction phase services support for the renovation of an existing fuel facility at the Cape Coral Yacht Club. It has been assumed that any permits associated with the removal or the installation of the USTs will be the responsibility of the licensed Petroleum Storage System Contractor (PSSC) performing the work. The manufacturer/installer/contractor providing the fuel island and USTs will be responsible for the fuel engineering design and fire protection engineering associated with the new facility.

The CONSULTANT will design and permit the proposed renovation of the site as one project with one set of construction plans. The construction documents will be submitted to the City at Permit Phase (60%) plans and Final Construction plans (100%). The CONSULTANT will submit a permit application or permit exemption package to the Florida Department of Environmental Protection (FDEP) and a permit application for a Site Development Plan (SDP) through the City of Cape Coral after acceptance of the Permit Phase (60%) plans.

This proposal does not include any site utility redesign but does include utility (electric, communication, and fuel pipe routing) services to the new fuel island. Communication to the new fuel island will utilize the existing conduit service to the existing fuel pump location. Proposed utilities and conduits will be located considering existing facilities to minimize any conflicts to the greatest extent

possible. Any conflicts identified will be noted on plans with proposed diversion or adjustment of existing and proposed utilities.

TASK 1 – PROJECT ADMINISTRATION AND MANAGEMENT

- A. Meetings: The CONSULTANT will facilitate up to three (3) meetings specifically related to the fuel underground storage tank design with the City, Construction Manager and other representatives as necessary.
- B. Progress Invoices: The CONSULTANT will prepare a monthly progress invoice based on the work completed by the CONSULTANT or their sub-consultants for each task. The invoice will be prepared in the format typically used by the City on the current Community Parks projects.
- C. FDEP Coordination: The CONSULTANT will set up and attend a pre-application meeting with Lee County Natural Resources (local FDEP permitting entity) to discuss the proposed project parameters, scheduling and permits required

Task 1 Deliverables:

- Minutes of each meeting distributed to each attendee and others, as may be requested by the CITY, no later than seven (7) calendar days after the meeting.
- Written responses to CITY comments at each design submittal stage via letter or e-mail no later than fourteen (14) calendar days after receiving the comments.

TASK 2 – CONSTRUCTION DOCUMENTS (CDs)

The CONSULTANT will prepare CDs for the fuel facility renovation project. These documents will consist of drawings, general details and outline specifications setting forth, in general, the basic elements and other requirements of the project. The documents will include plans and typical details to describe the character of the project. Additional permitting beyond that required by the governmental authorities having jurisdiction over the project or subsequent to the approval of this scope of services will be considered additional services. Any required permitting through the County will be coordinated by the CONSULTANT and submitted through the CITY Project Manager. All application and review fees to be paid by the CITY.

The CD submittal package will consist of:

- A. Fuel Facility Renovation Plans and Details consisting of:
 - Typical Sections, Notes, and Detail Sheets (2 sheets).
 - Demolition Plan (1 sheet)
 - Site Plan (1 sheet)
 - Grading and Erosion control requirements (1 sheet).

- Utility Plan (1 sheet)
- Structural Notes and Details (1 Sheet)
- B. Electrical Engineering Plans and Details consisting of:
 - Electrical drawings for the underground storage tank
 - Miscellaneous details and notes supporting the electrical design
- C. FDEP Permit Submittal Package: Services will include the preparation of all necessary paperwork, graphics, calculations, and other information required to submit and respond to RFI's associated with the FDEP permit application. It has been assumed the FDEP application will be processed locally through the Lee County Natural Resources Department. All application and review fees to be paid by the CITY.
- D. Development Services Department (DSD): Services will include the preparation of all necessary paperwork, graphics, calculations, and other information required to submit and respond to RFI's associated with the Site Plan approval through the Department of Community Development. All application and review fees to be paid by the CITY.

Task 2 Deliverables:

- PDF file of the plan set.
- FDEP Permit Application
- A copy of the submittal to Development Services
- Written responses to CITY comments

TASK 3 – CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide construction phase services during the demolition phase of the contract. It is assumed that the demolition will last two (2) months. Kimley-Horn will provide a maximum of twenty-four (24) hours of Construction Phase Services. Services beyond 24 hours will be billed at our current hourly rates. Construction Phase Services as part of this task may include:

- A. Respond to Requests for Information (RFI) from the contractor during bidding or construction of the project.
- B. Review bids and pricing as prepared by the contractor.
- C. Provide recommendations for value management and constructability as requested.
- D. Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits as required / requested.

- E. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. 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.
- F. 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 Kimley-Horn 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.
- G. 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.
- H. Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples 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.
- I. Inspections and Tests. Consultant may require such special inspections or tests of Contractor's work as the Consultant deems appropriate and receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The 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. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified. Any retesting that is required due to initial test failure will be considered an additional service.

This Agreement is based on a single site visit for the water main testing, and a single site visit for the sewer system testing, and a single visit for the lift station startup.

- J. Applications for Payment. Based on Kimley-Horn's observations and on review of applications for payment and accompanying supporting documentation:

Kimley-Horn will determine and recommend to the Client the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is Kimley-Horn's responsibility to so determine. In the case of unit price work, Kimley-Horn's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished 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 Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Kimley-Horn 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.

- K. Record Drawings. Kimley-Horn will review the record drawings prepared by the Contractor's Surveyor (licensed in the state of Florida) and provide feedback for required revisions to be completed by the Contractor to the record drawings. Kimley-Horn will submit the Record Drawings to the Agencies for their records as part of the certification task below and forward the files to the Client in both AutoCAD and PDF format. This task assumes no changes to the plans and changes to design plans will require additional fee.

- L. **Certification Documents.** Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Kimley-Horn will prepare and submit to the appropriate regulatory agency the certificates of completion of construction. This contract is based on one set of certifications of completion of construction for the project. These certifications shall include those associated with the permitting services in this task. Kimley-Horn shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance.
- M. **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.

Information Provided by City

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.

The CITY shall provide all information requested by Consultant during the project, including but not limited to the following:

- Asbuilt information of existing underground fuel tank system
- Copies of existing permits

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

1. Additional design services beyond those specified
2. Additional meetings and coordination beyond those specified

Fee

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below as per original contract terms and conditions.

Task 1	Project Administration and Management	\$ 6,300.54
Task 2	Construction Documents	\$ 42,968.08
Task 3	Construction Phase Services	\$ 6,706.72
Not to Exceed Fee		\$ 55,975.34

See attached cost breakdown for additional fee information.

Date		Time		Location		Weather		Wind		Sea		Visibility		Temperature		Humidity		Pressure		Barometer		Compass		Log		Remarks			
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1411	1412	1413	1414	1415	1416	1417	1418	1419	1420	1421	1422	1423	1424	1425	1426	1427	1428	1429	1430	1431	1432	1433	1434	1435	1436	1437	1438	1439	1440
1441	1442	1443	1444	1445	1446	1447	1448	1449	1450	1451	1452	1453	1454	1455	1456	1457	1458	1459	1460	1461	1462	14							



**ADDITIONAL TASK #6 to Cape Coral Community Parks for Building and Site Demolition at the
Cape Coral Yacht Club**

Dated: June 2, 2023

Project Understanding

Due to damage caused by Hurricane Ian to existing facilities at the Cape Coral Yacht Club, the City will be demolishing all existing structures and site features onsite.

The scope of work assumes that all permitting, application, and similar project fees will be paid directly by the City.

The scope of work assumes the demolition of the existing structures and site features will be a standalone bid package and will comply with FEMA reimbursement requirements (to be provided by the City).

SCOPE OF SERVICES

This Scope of Work will consist of the preparation of plans and specifications for the demolition of existing structures and site features at the Cape Coral Yacht Club.

TASK 1 – PROJECT ADMINISTRATION AND MANAGEMENT

- A. Meetings: The CONSULTANT will facilitate up to two (2) meetings specifically related to deconstructive preservation of the ballroom, and the demolition of structures and site features with the City, Construction Manager and other representatives as necessary.
- B. Progress Invoices: The CONSULTANT will prepare a monthly progress invoice based on the work completed by the CONSULTANT or their sub-consultants for each task. The invoice will be prepared in the format typically used by the City on the current Community Parks projects.

Task 1 Deliverables:

- Minutes of each meeting distributed to each attendee and others, as may be requested by the CITY, no later than seven (7) calendar days after the meeting.

TASK 2 – DEMOLITION PLAN

The CONSULTANT will prepare a demolition plan and specifications as outlined below:

- A. Demolition plan indicating areas of demolition. The demolition plan will include hatch areas identifying structures and site improvement to be demolished. It is anticipated that the following features will be indicated for demolition but not limited to:
 - a. Yacht Club Ballroom and ancillary structures (deconstructive preservation)
 - b. Rotino Senior Center and ancillary structures
 - c. Electrical equipment structure and site lighting
 - d. Pool restroom
 - e. Splashpad pump room
 - f. Harbormaster building
 - g. Lap pool and pool deck

- h. Splashpad, children's pool, and equipment
 - i. Decorative fountain at ballroom porte-cochere (deconstructive preservation)
 - j. Handball/racquetball courts
 - k. Tennis courts
 - l. Beach restroom
 - m. Fencing and access control features
 - n. Hardscape
 - o. Landscape
- B. Existing electrical will be identified for demolition with the exception of those services required for operation of the Boathouse Restaurant.
- C. Existing utility services will be identified for demolition with the exception of those required for operation of the Boathouse Restaurant.
- D. Deconstruction preservation (i.e. elements to be preserved) will be identified with the City and documented on the demolition plans. The demolition contractor will coordinate storage of preserved items with the City.
- E. Asbestos removal clarification.

Task 2 Deliverables:

- PDF file of the demolition plan and specifications.

TASK 3 – CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide construction phase services during the demolition phase of the contract. It is assumed that the demolition will last two (2) months. Kimley-Horn will provide a maximum of sixty (60) hours of Construction Phase Services. Services beyond 60 hours will be billed at our current hourly rates. Construction Phase Services as part of this task may include:

- A. Respond to Requests for Information (RFI) from the contractor during bidding or construction of the project.
- B. Review bids and pricing as prepared by the contractor.
- C. Provide recommendations for value management and constructability as requested.
- D. Visits to Site and Observation of Construction. Consultant will provide on-site construction observation services during the construction phase. Consultant will make visits as required / requested.
- E. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. 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.

- F. 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 Kimley-Horn 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.
- G. 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.
- H. Shop Drawings and Samples. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples 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.
- I. Inspections and Tests. Consultant may require such special inspections or tests of Contractor's work as the Consultant deems appropriate and receive and review certificates of inspections within the Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. The 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. Kimley-Horn shall be entitled to rely on the results of such tests and the facts being certified. Any retesting that is required due to initial test failure will be considered an additional service. This Agreement is based on a single site visit for the water main testing, and a single site visit for the sewer system testing, and a single visit for the lift station startup.

- J. Applications for Payment. Based on Kimley-Horn's observations and on review of applications for payment and accompanying supporting documentation:
Kimley-Horn will determine and recommend to the Client the amounts that Contractor be paid. Such recommendations of payment will be in writing and will constitute Kimley-Horn's representation to Client, based on such observations and review, that, to the best of Kimley-Horn's knowledge, information and belief, Contractor's work has progressed to the point indicated, such work-in-progress is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled insofar as it is Kimley-Horn's responsibility to so determine. In the case of unit price work, Kimley-Horn's recommendations of payment will include final determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished 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 Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Kimley-Horn 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.

- K. Record Drawings. Kimley-Horn will review the record drawings prepared by the Contractor's Surveyor (licensed in the state of Florida) and provide feedback for required revisions to be completed by the Contractor to the record drawings. Kimley-Horn will submit the Record Drawings to the Agencies for their records as part of the certification task below and forward the files to the Client in both AutoCAD and PDF format. This task assumes no changes to the plans and changes to design plans will require additional fee.
- L. Certification Documents. Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, Kimley-Horn will prepare and submit to the appropriate regulatory agency the certificates of completion of construction.

This contract is based on one set of certifications of completion of construction for the project. These certifications shall include those associated with the permitting services in this task. Kimley-Horn shall not be required to execute any certifications or other documents that might, in the judgment of the Consultant, violate professional standards, increase the Consultant's risk or affect the availability or cost of its insurance.

- M. 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.

Information Provided by City

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.

The CITY shall provide all information requested by Consultant during the project, including but not limited to the following:

- Asbuilt information of existing features as applicable.
- Asbestos report/survey of existing structures including safe handling specifications / techniques during demolition.
- Copies of existing permits.
- FEMA requirements for demolition and reimbursement, as applicable.

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

1. Additional design services beyond those specified
2. Additional meetings and coordination beyond those specified

Fee

Kimley-Horn will perform the services in Tasks 1 - 3 on a labor fee plus expense basis with the maximum labor fee shown below as per original contract terms and conditions.

Task 1 Project Administration and Management	\$ 3,923.04
Task 2 Demolition Plan	\$ 16,346.40
Task 3 Construction Phase Services	\$ 11,595.60
Maximum Labor Fee	\$ 31,865.04

See attached cost breakdown for additional fee information.

Project Name		Project Number		Project Date		Project Location		Project Status		Project Budget		Project Progress		Project Risk		Project Impact		Project Conclusion	
Project Name	Project Number	Project Date	Project Location	Project Status	Project Budget	Project Progress	Project Risk	Project Impact	Project Conclusion	Project Name	Project Number	Project Date	Project Location	Project Status	Project Budget	Project Progress	Project Risk	Project Impact	Project Conclusion
Project A	101	2023-01-01	Location A	Completed	\$100,000	100%	Low	High	Positive	Project B	102	2023-02-01	Location B	In Progress	\$200,000	50%	Medium	Medium	Neutral
Project C	103	2023-03-01	Location C	On Hold	\$150,000	0%	High	Low	Negative	Project D	104	2023-04-01	Location D	Completed	\$120,000	100%	Low	High	Positive
Project E	105	2023-05-01	Location E	In Progress	\$180,000	75%	Medium	Medium	Neutral	Project F	106	2023-06-01	Location F	On Hold	\$160,000	0%	High	Low	Negative
Project G	107	2023-07-01	Location G	Completed	\$140,000	100%	Low	High	Positive	Project H	108	2023-08-01	Location H	In Progress	\$190,000	60%	Medium	Medium	Neutral
Project I	109	2023-09-01	Location I	On Hold	\$170,000	0%	High	Low	Negative	Project J	110	2023-10-01	Location J	Completed	\$130,000	100%	Low	High	Positive
Project K	111	2023-11-01	Location K	In Progress	\$210,000	40%	Medium	Medium	Neutral	Project L	112	2023-12-01	Location L	On Hold	\$180,000	0%	High	Low	Negative
Project M	113	2024-01-01	Location M	Completed	\$160,000	100%	Low	High	Positive	Project N	114	2024-02-01	Location N	In Progress	\$220,000	30%	Medium	Medium	Neutral
Project O	115	2024-03-01	Location O	On Hold	\$190,000	0%	High	Low	Negative	Project P	116	2024-04-01	Location P	Completed	\$170,000	100%	Low	High	Positive
Project Q	117	2024-05-01	Location Q	In Progress	\$230,000	20%	Medium	Medium	Neutral	Project R	118	2024-06-01	Location R	On Hold	\$200,000	0%	High	Low	Negative
Project S	119	2024-07-01	Location S	Completed	\$240,000	100%	Low	High	Positive	Project T	120	2024-08-01	Location T	In Progress	\$250,000	10%	Medium	Medium	Neutral
Project U	121	2024-09-01	Location U	On Hold	\$260,000	0%	High	Low	Negative	Project V	122	2024-10-01	Location V	Completed	\$270,000	100%	Low	High	Positive
Project W	123	2024-11-01	Location W	In Progress	\$280,000	5%	Medium	Medium	Neutral	Project X	124	2024-12-01	Location X	On Hold	\$290,000	0%	High	Low	Negative
Project Y	125	2025-01-01	Location Y	Completed	\$300,000	100%	Low	High	Positive	Project Z	126	2025-02-01	Location Z	In Progress	\$310,000	0%	Medium	Medium	Neutral

ADDITIONAL TASK #7 to Cape Coral Community Parks for Master Plan Update at the Cape Coral Yacht Club

Dated: June 2, 2023

Project Understanding

Due to damage caused by Hurricane Ian to existing facilities at the Cape Coral Yacht Club Community Park, the City would like to perform selective deconstruction preservation on the ballroom and also demolish all existing structures and site features onsite, followed by developing a Master Plan for the area previously occupied by the Yacht Club Ballroom, Rotino Center, pool and pool deck, and ancillary support structures.

The Master Plan is anticipated to be a combination of conceptual program diagrams presented to the City Council at the Council Retreat on 1/26/23. Based on feedback at the retreat, a combination of Program Diagrams (PD) A and E were preferred. Generally, the preferred option is a combination of the expanded "L" shaped garage from Program Diagram E, combined with the overall site features and layout of Program Diagram A.

It is assumed that the existing Boathouse Restaurant will stay in its current location. A new restaurant may be placed onsite and will be located in the Master Plan. It is assumed that the new restaurant will be a Public-Private Partnership and that final building plans will be provided to Kimley-Horn.

The scope of work assumes that all permitting, application, and similar project fees will be paid directly by the City.

The scope of work assumes that the selected Construction Manager at Risk (CM) will assist Kimley-Horn with price estimating services for the implementation of the Master Plan.

SCOPE OF SERVICES

This scope of work will consist of the preparation of an updated Master Plan for the Yacht Club site assuming that all of the existing structures will be replaced, consolidated or eliminated.

TASK 1 – MEETINGS, COORDINATION AND PUBLIC ENGAGEMENT

Kimley-Horn will facilitate team meetings and public engagement meetings as outlined below:

- A. Kimley-Horn will facilitate up to six (6) meetings specifically related to the Master Plan with the City, Construction Manager and Design Team as necessary.
- B. Kimley-Horn will facilitate Public Engagement Meeting #1 utilizing the plans and documents prepared in Task 2.F below.
- C. Kimley-Horn will facilitate Public Engagement Meeting #2 utilizing the plans and documents prepared in Task 2.G below.

- D. Kimley-Horn will provide up to two (2) presentations to the City Council as part of the Master Planning process.

TASK 2 – MASTER PLAN DEVELOPMENT

Kimley-Horn will provide design services for the preparation of a Master Plan update for The Yacht Club. The Master Plan will incorporate comments and program elements as requested by the City. As part of this task, Kimley-Horn will:

- A. Prepare one (1) Master Plan Concept identifying proposed park features, program elements, spatial relationships, and areas for improvement. The Master Plan Concept will identify proposed access, pedestrian circulation and connectivity, parking, landscape enhancements, vehicular circulation, proposed buildings, and park features.
- B. Prepare a program and conceptual floor plan for the new Community Center.
- C. Prepare up to (3) preliminary exterior design concepts for the new Community Center:
 - a. Option 1 – a design that pays homage to the original Yacht Club Ballroom
 - b. Option 2 – a coastal design similar to the proposed Parking Garage and Harbormaster buildings incorporating architectural elements from the original ballroom.
 - c. Option 3 – a coastal design consisting of new architectural elements.
- D. Modify the exterior design of the Parking Garage based on structural/functional design revision of the garage by expanding it to a "L" shape as shown in PD E. Updated renderings of the Garage will be provided.
- E. Update the 3D model to reflect the changes shown in the Master Plan, Community Center Building, and Parking Garage.
- F. Submit the following to the City and CM for review and comment:
 - a. Conceptual floor plan and exterior design concepts of the Community Center
 - b. Modified floor plan and updated rendering of the parking garage
 - c. Updated site Master Plan incorporating the Community Center and parking garage updates, as well as combining elements from PD A and E
 - d. Up to four (4) 3D model view of the updated Master Plan
- G. Comments received on the above submittal will be incorporated into revised documents to be utilized in the Public Engagement Meeting #1.
- H. Comments received on the documents presented in Public Engagement Meeting #1 will be incorporated into revised documents and presented for feedback in Public Engagement Meeting #2.

- I. Comments received on the documents presented in Public Engagement Meeting #2 will be incorporated into revised documents and submitted to the City for Approval.

Task 2 Deliverables:

- A. Final Master Plan
- B. Community Center Space Program
- C. Concept plans and renderings for (3) preliminary Community Center options
- D. Conceptual Floor Plans, Elevations and Typical Building Sections for final selected Community Center option and (3) Presentation Renderings for final selected Community Center option
- E. Updated floor plans and (2) Presentation Renderings for updated Parking Garage
- F. MEPFP Engineering Narrative (including site electrical considerations)
- G. Structural Engineering Narrative

Information Provided by City

Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the CITY or the CITY's consultants or representatives.

The CITY shall provide all information requested by Consultant during the project, including but not limited to the following:

- Asbuilt information of existing features as applicable
- Asbestos report/survey of existing structures including safe handling techniques during demolition.
- Copies of existing permits

Additional Services

Any services not specifically provided for in the above scope will be considered additional services and can be performed at our then current hourly rates, or for a negotiated fee prior to commencing additional services work. Additional services we can provide include, but are not limited to, the following:

1. Additional design services beyond those specified
2. Additional document revisions beyond those specified
3. Additional meetings and coordination beyond those specified
4. Additional public engagement meetings beyond those specified

Fee

Kimley-Horn will perform the services in Tasks 1 - 2 on a labor fee plus expense basis with the maximum labor fee shown below as per original contract terms and conditions.

Task 1 Meetings, Coordination and Public Engagement	\$ 39,565.20
Task 2 Master Plan Development	\$ 135,337.92
Maximum Labor Fee	\$ 174,903.12

See attached cost breakdown for additional fee information.

GENERAL INFORMATION		MONTHS																					TOTALS					
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