



FLAGLER BEACH CITY COMMISSION

Item No. 9

City Manager's Report

Meeting Date: February 28, 2019

Issue: Kimley-Horn Project Order Number 2019-01 (South Central Ave. Daytona Ave, Swale Project)

From: Larry Newsom

Organization: City of Flagler Beach

RECOMMENDATION: To approve Project Order # 2019-01 with Kimley-Horn for consultant services see attached, which provides for the final design and contract administration of the recently accepted grant from the St. Johns River Water Management District which will provide for the construction of swales in South Central and Daytona Avenues from 10th Street to 26th Street, along with Oak Street, and Palm Drive.

BACKGROUND:

City Staff has recently met with representatives of this firm in regards to utilizing them to complete the design of this South Central Ave. and Daytona Ave, Swale Improvement Project. In that they were the company that recently successfully performed the conceptual design and grant application process they were the logical our first choice to perform the final design for the construction of roadside swales, and related drainage improvements per the conditions specified in this recently accepted grant from the SJRWMD. With your approval at this time they will under staff guidance be completing the design drawings as well as the preparation of bid documents, and related contract and grant administration functions. We have met with them recently and believe that we can utilize them in a beneficial way in this future capital improvement project's implementation process. We request your approval at this time.

BUDGETARY IMPACT: Currently we are planning to immediately initiate a Purchase Order for \$32,100 for Parts I in its entirety, and Part II – Task 1 only at this time, in order to complete final design / bid documents, and obtain competitive bid pricing. (Storm Water Improvements)
GL #405.5391.606300

LEGAL CONSIDERATIONS/SIGN-OFF: N/A

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

IMPLEMENTATION/COORDINATION:

Attachments: Kimley Horn Project Order # 2019



INDIVIDUAL PROJECT ORDER NUMBER 2019-01

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn" or the "Consultant"), and the City of Flagler Beach ("City" or the "Client") in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 26, 2018, which is incorporated herein by reference.

Identification of Project:

Project: Contract Administration for the Central & Daytona Ave Drainage Improvements
Client: City of Flagler Beach
Phase I – Daytona Avenue
Phase II – Central Avenue

General Category of Services:

The St. Johns River Water Management District governing board recently awarded 2019 REDI Cost-Share Funding to the City of Flagler Beach for drainage improvements within the Central Avenue drainage basin. The overall objective of the Central Ave Drainage Improvements project is to provide support in the grant funding application and provide a remedial drainage plan for this project. The overall objective will be met by achieving the following goals:

1. The construction improvements consist of infiltration swales within the City Rights-of-Way that will provide some treatment and attenuation of stormwater.
2. Kimley-Horn will complete a remedial drainage improvement plan and contract specifications and provide contract administration services necessary for the 2019 REDI Community Flood Improvement project.
3. It is understood that the City of Bunnell will be providing the final Certification of Completion and as-built surveys as required per the conditions of the REDI Cost Share Funding agreement with SJRWMD.

Specific Scope of Basic Services:

PART I – CIVIL ENGINEERING SERVICES

Task 1 – Remedial Drainage Plan for Bid Purposes

Kimley-Horn will provide the following services:

- A. Kimley-Horn understands the service area includes Central Avenue and South Daytona Avenue from 9th Street South to 26th Street South.
- B. Kimley-Horn will design a series of shallow swale systems within the City of Flagler Beach Right of Way that will help retain and attenuate stormwater within this basin. No swale improvements are to be constructed in areas of homeowner improvements, driveways, mailboxes, and tree locations
- C. Existing right-of-ways, lot lines, edge of pavement, utilities, and right-of-way improvements will be approximated using information provided by Flagler County GIS and City of Flagler Beach.

- D. Kimley-Horn will prepare an opinion of probable construction costs for the grant project.
- E. Kimley-Horn will provide a haul route plan for the disposal of fill material. The disposal site and haul route will be determined by the Client.
- F. Kimley-Horn will estimate the cost associated with the construction of the grant project.
- G. Plans will be prepared without the benefit of horizontal control. Plans will be prepared using GIS data to approximate ROW and property boundary locations per the City of Flagler Beach.
- H. The design will be completed without the benefit of horizontal control and survey.
- I. It is understood that the Client has chosen to have the contractor request underground locates and geotechnical study at the time of construction.

Task 2 – Remedial Drainage Plan Review and Approval

Kimley-Horn will provide the following services:

- A. Kimley-Horn will submit 30% and 90% plans to the City of Flagler Beach for review. Per the Client's direction, SJRWMD is not included in this scope.
- B. Address comments.

PART II – BIDDING AND CONSTRUCTION PHASE SERVICES

Task 1 – Bid Procedure

Kimley-Horn will assist the City with the following services:

- A. Bid Document Preparation and Contractor Notification. Consultant will prepare and assemble construction bidding documents as defined by the Client. Consultant will issue bid packages for the submittal of quotations to perform the work and conduct pre-bid meetings with potential bidders. If requested by the Client, Kimley-Horn will tabulate the bids received and evaluate the compliance of the bids received with the bidding documents. We will prepare a written summary of this tabulation and evaluation.
- B. Pre-Construction Conference. Consultant will attend a Pre-Construction Conference prior to commencement of Work at the Site.

Task 2 – Construction Phase Services

Phase I	Daytona Avenue/Oak Street/Palm Street
Phase II	Central Avenue

Visits to Site and Observation of Construction. Consultant will provide up to 32 on-site construction observation services during the construction phase per the client's request. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. 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.

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.

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

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

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

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.

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

Inspections and Tests. Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's

work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

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

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

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

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

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

PART III – REDI GRANT CONTRACT ADMINISTRATION

Task 1 – REDI Grant Contract Administration

Kimley-Horn will perform construction contract administration for the REDI Innovative Cost-Share

Agreement (“AGREEMENT”), between the St. Johns River Water Management District (SJRWMD) and the City of Flagler Beach. Services under this task include:

- A. Project kick-off; and
- B. Records management.

Task 2 – Project Deliverables

A. **INVOICES.** Preparation of invoices to be submitted to the District for reimbursement will be a combined effort between Client and Kimley-Horn. While Kimley-Horn will collect and compile the necessary documentation to support the invoices, the invoices shall be prepared by the Client.

1. **Invoice Documentation.** Kimley-Horn shall prepare documentation for the Client to supplement the invoices the Client will send to the District. Such invoices need to be provided in a timely fashion to the District for actual construction costs in accordance with the REDI Innovative Cost- Share Agreement to enable proper review by the District's Project Manager and Budget Specialist prior to payment authorization. Invoices need to be submitted quarterly, with appropriate substantiation that demonstrates that the applicant has paid for the total work cost and is seeking reimbursement up to the match amount.

Client shall provide the following to Kimley-Horn quarterly:

- a. Copy of the contractor's invoice submitted to the Client;
- b. Proof of payment of contractor's invoice by the Client;
- c. Other required supporting documentation for reimbursement up to match amount;
- d. Client shall provide Kimley-Horn with copies of receipts for all materials and a system report showing documentation of staff time or other proof of staff time expenses for the Project; and Kimley-Horn will comply with cost accounting practices and procedures required for reimbursement of cost share funds expended and will provide the Client with a complete invoice package. The deliverable prepared by Kimley-Horn will include items from Client as listed in the above paragraph as well as prepare and provide:
 - o Required interim progress status summaries including inspections, meeting minutes, field notes, and dated color photographs of the construction completed.

Client shall be responsible for submitting all finalized invoices and documentation directly to the District's Project Manager and Budget Specialist.

B. **PROGRESS REPORTS.** Kimley-Horn will prepare quarterly project update/status reports as provided in the Statement of Work provided in the Agreement. These project update/status reports will provide detail on progress of the project and outline any potential issues affecting completion or the overall schedule. Kimley-Horn will use the District's Project Progress Report form for this reporting. Kimley-Horn will prepare and provide Client with:

1. Quarterly progress reports that identify project progress to date, key milestones reached,

overall project schedule versus time for project completion, an updated spend-down plan, key issues to be resolved, and include project construction photos, pursuant to the AGREEMENT.

Kimley-Horn will submit the Project Progress Reports to the Client for review and approval. Client shall be responsible for providing the reports to the District's Project Manager and District's Budget Specialist.

Such project update/status reports shall be submitted to the District within 15 days after the closing date of each calendar quarter (March 31, June 30, September 30 and December 31).

- C. CERTIFICATION OF CONSTRUCTION COMPLETION. Kimley-Horn will provide the Client with a Certification of Construction Completion upon completion of the Project. Client shall be responsible for submitting all Certification of Construction Completion to the District's Project Manager and Budget Specialist.

SERVICES NOT INCLUDED. The Client and Kimley-Horn agree that the following services are not included in this scope of services, and that the Client shall be responsible for the following:

- Completing and obtaining final project design, construction plans, and specifications;
- Obtaining all required permits, including right of access to the project sites, related to project construction and subsequent operation and maintenance of the completed work;
- Assuring compliance with all permits and permit conditions;
- Providing procurement for project construction;
- Performing supervision and inspection of construction;

Task 3 – Performance Monitoring

Regulatory Construction Inspections. In compliance with the AGREEMENT, for as long as the project is operational, the District shall have the right to inspect the operation of the project during normal business hours upon reasonable prior notice. Kimley-Horn will make available to the City and the District any data that is requested pertaining to performance of the project. Kimley-Horn will be available to participate in four (4) inspections of the project as requested by the Client. Additional participation shall be at an hourly charge pursuant to our schedule of fees. Kimley-Horn will provide follow-up documentation as requested by the District (once per each inspection, as necessary).

CONSTRUCTION PHASE SERVICES - MEANS AND METHODS

The Consultant shall have no responsibility for any of 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. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for 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.

Schedule:

Kimley-Horn will initiate work on the Project within two weeks of an executed notice to proceed from the City. Kimley-Horn will develop and provide a project schedule at the initial kickoff meeting. Kimley-Horn will maintain and update the project schedule throughout the execution of the Project.

Additional Services if required:

Services requested that are not specifically included in this Agreement will be provided under a new and separate IPO agreement or can be performed on an hourly basis upon written authorization. Please note construction phase services are not included in this scope.

Method of Compensation:

Services under Part I - Tasks 1 and 2; Part II – Task 1; and Part III – Tasks 1, 2 and 3, will be provided on a lump sum fee of \$72,100. This estimate will not be exceeded without prior approval from the City. Services provided under Part II - Task 2 will be provided on a labor fee plus expense (hourly) basis, with estimated costs of \$37,000. LABOR fees will be billed on an hourly basis according to our contracted rates.

Task	Description	Fees
PART I – CIVIL ENGINEERING SERVICES		
Task 1	Remedial Drainage Plan for Bid Purposes	\$18,000
Task 2	Remedial Drainage Plan Review and Approval	\$5,600
Part I – Total Lump Sum:		\$23,600
PART II – BIDDING AND CONSTRUCTION PHASE SERVICES		
Task 1	Bid Procedure	\$8,500
Task 2	Construction Phase Services	
	Phase I – Daytona Avenue/Oak Street/Palm Street	\$9,000 (hourly)
	Phase II – Central Avenue	\$9,000 (hourly)
Part II – Total Hourly:		\$18,000
Part II – Total Lump Sum:		\$8,500
PART III – CONTRACT ADMINISTRATION		
Task 1	Contract Administration	\$8,610
Task 2	Project Deliverables	\$19,750
Task 3	Performance Monitoring	\$11,640
Part III – Total Lump Sum:		\$40,000
Project Total Hourly:		\$18,000
Project Total Lump Sum:		\$72,100

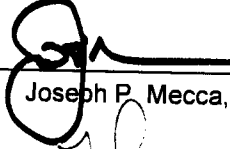
Services provided under this IPO will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

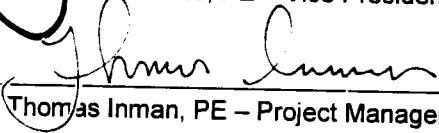
THE CITY OF FLAGLER BEACH, FLORIDA

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

BY:  _____
Joseph P. Mecca, PE – Vice President

BY: _____

BY:  _____
Thomas Inman, PE – Project Manager

DATE: _____

DATE: February 12, 2019