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Kimley-Horn  
and Associates, Inc.

April 6, 2010

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Suite 300  
10117 Princess Palm Avenue  
Tampa, Florida  
33610-8304

City of Palmetto Community Redevelopment Agency  
Ms. Shirley Bryant, Presiding Officer  
Mr. Jeff Burton, Interim CRA Director  
516 8th Avenue West  
Palmetto, FL 34221

**Re: Preliminary Investigation for Martin Luther King Place Park**

Dear Ms. Bryant and Mr. Burton:

Kimley-Horn and Associates, Inc. ("KHA" or "the Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Palmetto Community Redevelopment Agency ("the Client" or "CRA") for providing professional engineering and planning services related to the development of a new park south of the McCray Sports Complex. Our project understanding, scope of services, schedule, and fee are below.

**Project Understanding**

The City of Palmetto CRA desires to explore the feasibility of developing a new park in the area south of the McCray Sports Complex, in the area generally bounded by the CSX rail line on the west, the Martin Luther King Place neighborhood on the south, and the extension of 4<sup>th</sup> Avenue West on the east. The Client wishes to research the possibilities for development of the park.

Several desired features of the park have been discussed with KHA, the City, and CRA personnel. It is envisioned that the new park design will incorporate walking trails, seating/meeting areas, and water features interconnected with the Carr Drain (e.g., finger tributaries, lake features, fountains, bridges, waterside overlooks, etc.). On-site vehicular parking is desirable and entry points to the park would be interconnected with pedestrian and bicycle trails (existing and proposed) that comprise the City's trails system. This interconnection could include development of a new trail along the existing CSX rail right-of-way connecting to the Edenfield site further south near the Manatee River. (Work related to evaluation of the Edenfield site and its connection to the City's trails system is not part of the current proposal, but may be a factor for consideration relative to this new park.)

The proposed park site under consideration contains a SWFWMD wetland and presents several physical challenges to development. The Client desires for KHA



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to perform a review and meet with the SWFWMD in order to more fully understand the feasibility of developing the park. Based on conversations with CRA and City personnel at a site visit on September 16, 2009, the following list is a consolidated list of issues discussed on-site:

- Portions of the site lie within the limits of a SWFWMD jurisdictional wetland.
- Means of access to the site: alternates to be considered include access from 17<sup>th</sup> Street West on the north along the railroad tracks or across the McCray Sports Complex site; from the intersection of 5<sup>th</sup> Avenue West and 12<sup>th</sup> Street West on the south; or from 14<sup>th</sup> Street West on the east;
- Provision for parking of park users;
- Provision for storm water drainage through Manatee County's Carr Drain that traverses the proposed park site from west to east;
- Storm water backup and flooding in the east portions of the adjacent neighborhood west of the railroad tracks (at the east end of 13<sup>th</sup> and 14<sup>th</sup> Streets West), seemingly caused by lack of capacity in the Carr Drain and/or its entry culvert;
- Feasibility of increasing flow capacity at the entry to Carr Drain by culvert replacement of the existing culvert under the railroad tracks or by other means.

Based on the results of these preliminary investigations, the Client intends to evaluate the information provided and further evaluate the feasibility of the park design and development.

#### Scope of Services

##### *Task 1 – Research and review available records*

The Client will provide KHA with available records regarding the proposed park site and its surroundings including topographic survey, parcel ownership, existing utilities, storm water system design, and site access. KHA will visit the SWFWMD vault and research existing site permits. KHA will research available SWIM and 319 Federal Clean Water Act (CWA) funding opportunities. If the project qualifies for 319 funding, the applications are due by May 28, 2010. Preparation of the grant applications is not part of this scope.

##### *Task 2 – Preparation of Boundary Map with Aerial*

Based on the information provided by the Client, KHA will prepare an aerial including the Geographic Information Systems (GIS) boundary of the proposed park, a sketch of the approximate wetland boundary, and include other pertinent GIS layers available for download from the Manatee County and SWFWMD GIS database. The aerial will be used during the evaluation meeting with SWFWMD and will be presented to the City of Palmetto CRA as part of the meeting memo package. The accuracy of the park boundary will be limited to the accuracy of the provided information.



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#### *Task 3 – Evaluation of SWFWMD wetland determination*

KHA will meet with SWFWMD for a pre-application meeting to discuss the jurisdictional wetland determination survey provided by the client and to discuss the park development options with SWFWMD. During the meeting KHA will inquire about SWIM and 319 Federal CWA funding opportunities. Upon completion of the meeting with SWFWMD, KHA will prepare a memo addressed to the City of Palmetto outlining the discussions and indicating possible options for moving forward with the development of the park. The memo will include possible funding opportunities and identify the steps required to move forward with funding applications.

#### **Services Not Included**

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

- Geotechnical engineering
- Architecture
- Surveying
- Conceptual layout and design
- Construction management

#### **Information Provided By Client**

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client. The Client shall provide all information requested by KHA during the project, including but not limited to the following:

- Topographical survey
- Parcel boundary and ownership records
- City utility information, including as-built records and billing records

#### **Schedule**

We will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

#### **Fee and Billing**

KHA will perform the Scope of Services for a lump sum fee of \$4,000. 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 25 days of your receipt of the invoice. A sample invoice is attached.

#### **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



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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 the City of Palmetto CRA.

KHA, 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. Please select a billing method from the choices below:

\_\_\_\_ Please email all invoices to \_\_\_\_\_@\_\_\_\_\_.

\_\_\_\_ Please email invoices to \_\_\_\_\_@\_\_\_\_\_ AND provide a hard copy to the address listed above (please note below if it should be to someone else's attention or an alternative address).

\_\_\_\_ Please ONLY provide a hardcopy invoice to the address listed above (please note below if it should be to someone else's attention or an alternative address).

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.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Matthew R. Fernald, P.E.  
Project Manager

Scott W. Gilner, P.E.  
Associate

Attachment – Standard Provisions  
Attachment – Request for Information

Agreed to this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



Kimley-Horn  
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**City of Palmetto Community Redevelopment Agency**

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

Print Name: \_\_\_\_\_

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

Witness: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

(1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including in-house duplicating, local mileage, telephone calls, postage, and word processing. Other direct expenses will be billed at 1.15 times cost. Technical use of computers for design, analysis, GIS, and graphics, etc., will be billed at \$25.00 per hour.

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

- (a) Designate in writing a person to act as its representative with respect to this Agreement, 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 including all numerical criteria that are to be met and all standards of development, design, or construction.
- (c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
- (d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services.
- (e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of 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 for completion of the Consultant's services.
- (g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require or the Consultant may reasonably request in furtherance of the project development.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (i) Bear all costs incident to the responsibilities of the Client.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of 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 (cumulatively), Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:

- (a) Invoices will be submitted periodically, via regular mail or email, 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 for the duration of the project 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 the Consultant 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 until all amounts due are paid in full.
- (b) 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.
- (c) 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, including but not limited to drawings, specifications, reports, and data or programs stored electronically, 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, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation 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. Any authorization or adaptation will entitle the