

October 3, 2024

Greg Minor, Director
City of Palm Bay
Parks and Facilities Department
1150 DeGroodt Rd SW
Palm Bay, FL 32908
Office: 321-726-2778 Ext. 2238
Cell: 321-243-1110

**Re: Fred Poppe Regional Park Master Plan
City of Palm Bay**

Dear Greg:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit this letter of agreement (the "Agreement") to the City of Palm Bay ("Client") to provide professional consulting services per the terms of the Continuing Consultant Services Library Agreement dated June 1, 2024. This specific agreement is for Fred Poppe Regional Park, an existing +/-200-acre park located at 1951 Malabar Rd NW, Palm Bay, Brevard County, Florida 32907.

PROJECT UNDERSTANDING

Kimley-Horn understands the Client wishes to add a tournament pickleball facility and expand other existing facilities at Fred Poppe Regional Park. The Client has requested the Consultant provide master planning services to create a comprehensive vision for the park's future development. This will include identifying land use allocation for future program elements and necessary infrastructure such as parking, utilities, stormwater, and supporting facilities. During a scoping meeting held on 9/16/2024 with the City's Parks and Facilities Department, the following future program elements were identified:

- Tournament Pickleball Court Facility (32 courts built in 2 phases)
- Relocation of existing Event Lawn
- Additional Multi-purpose Field
- Additional Football Field
- Additional Cricket Field
- Concessions, Restroom Facilities, and Shade Structures
- Additional Parking

In preparation of this Agreement, the Consultant understands the following:

- The Client will provide a comprehensive list of existing and future program elements.
- The Client will provide a site survey including boundary, topographic information, existing facilities and recent site improvements, underground and above-ground utilities, easements, and tree survey information.
- Permitting, entitlements, and rezoning, if required, are not included in this scope of services but can be provided as an additional service.
- Formal Site Plan Submittals are not included in this scope of services but can be provided as an additional service.

- Development Plans and Construction Documents are not included in this scope of services but can be provided as an additional service.
- Environmental Services are not included in this scope of services but can be provided as an additional service.
- Detailed analysis of the existing stormwater, floodplain encroachment, and wetland mitigation options will not be provided under this scope of services but can be provided as an additional service.

The image provided depicts the park in its current state. The highlighted area, marked in Cyan, will be the subject of evaluation for this project and spans approximately 115 acres. The blue pickleball court symbol shown below is the preliminary location for the pickleball courts identified by the Client. The final location of the pickleball courts will be determined during this contract scope of work.



SCOPE OF SERVICES

Task 1 – Limited Due Diligence

Consultant will perform the following limited due diligence services:

- A. Review available information from the following infrastructure/service providers (if available):
 - Water and Sewer service companies
 - Electrical service company
 - Telephone, cable, and fiber optic service companies
 - Gas service company
- B. Obtain information from the Client for the following:
 - Sanitary sewer and potable water public infrastructure maps
 - Possible points of connection for sanitary sewer and potable water
 - Potential public improvements required by the Client to serve the property
- C. Obtain information from the Planning and Zoning Division for the following:
 - Zoning and Future Land Use
 - Parking requirements
 - Open space requirements
 - Required setbacks and buffers
 - Stormwater Requirements
 - Anticipated City permitting process
 - Approximate permitting timeline
 - Code landscape requirements
- D. Review On-Site Conditions
 - Conduct a site visit for inventory and analysis to understand space utilization, existing facilities conditions assessment, and infrastructure assessment.
 - Identify opportunities and constraints for locating the pickleball facility and the expansion of existing facilities.
 - Conduct a visual interpretation of topography based on the review of the Client-provided boundary and topographic survey (in PDF and AutoCAD format if available).
 - Highlight areas of potential environmental concerns:
 - Soil conditions
 - Wetlands
 - Floodway/Floodplain
- E. Review Regulatory Compliance
 - City of Palm Bay (Planning/Zoning/Subdivision/Land Development/Growth Management/Parks & Recreation/Public Works)
 - FDEP (Environmental)
 - St. Johns River Water Management District (SJRWMD)
 - Melbourne Tillman Water Control District (MTWCD)

Deliverable

Upon completion of the above task, the information collected will be utilized in the completion of the Master Planning Task 2 below. A memo of findings outlining the assessed items mentioned above will be provided to the Client.

Task 2 – Master Planning

Consultant will prepare a Master Plan for the for Client's internal review, financial analysis, and Client approval.

- A. Kick-off Meeting: Consultant will coordinate an on-site kick-off meeting and site visit with the Client. Items to be discussed at this meeting include the Client's vision, recommendations for the Master Plan, existing uses, and a construction budget if available.
- B. The Master Plan document(s) will address the following areas and elements:
 - Existing natural features and elements of the site such as topography, geology, existing vegetation, and major drainage patterns.
 - Vehicular access points and internal roadway network.
 - A new Tournament Pickleball Facility and proposed expansion of other existing facilities.
 - Parking allocation and other supporting structures associated with these facilities.
 - Required open space, common areas, and landscape buffers.
 - General stormwater management areas.
- C. Plan enlargements for selected areas of the Master Plan.
- D. Phasing diagram for construction of the new and expanded facilities.
- E. Coordination of the site plan elements/adjacencies with the overall park development criteria set forth by the Client, understanding the potential relationships with surrounding context and Land Development Code (LDC) criteria.
- F. Benchmarking: Consultant will research similar Tournament Pickleball Facilities (Benchmarks) to assist with project scale, proportion, mood, character, and proposed program elements. Additionally, Consultant will develop design imagery boards to illustrate design elements.
- G. Consultant will prepare a Draft Master Plan identifying proposed park program elements, features, and spatial relationships between different uses. The Master Plan will identify proposed access, pedestrian circulation, vehicular circulation, parking, supporting facilities, shade structures, and landscape enhancements.
- H. Consultant will meet with Client virtually to review the Draft Master Plan to obtain feedback and comments. Consultant will address two (2) rounds of comments from the Client on the Draft Master Plan. Once all comments have been addressed, the final Master Plan will be prepared based on the comments received.
- I. Significant site plan revisions or Value Engineering after completing the Final Master Plan will be billed as an Additional Service on an hourly basis according to the rate schedule in effect at the time.
- J. Notes:
 1. Consultant will prepare the various Master Planning documents in a combination of hand-drawn, photo-shop, sketch-up, and AutoCAD at appropriate scales.
 2. Buildings/structures represented on the Master Plan are conceptual and intended to illustrate approximate building masses for intended uses. Consultant has not included the scope and fee for detailed building architecture.

Deliverable

Upon completion of the above task, Consultant shall deliver to the Client one (1) digital PDF format master plan. Final size of the master plan sheet size shall be determined during the master planning process. Paper copies of the master plan may be provided if requested.

Task 3 – Meetings/Coordination

Consultant will attend virtual meetings and/or conference calls as requested by the Client. These meetings can be scheduled and held by the Client and/or Consultant. Meetings will only be attended at the request of the Client. Upon the completion of the meetings, Consultant will prepare a summary of the meeting (PDF format) to be delivered to the Client for their records.

Consultant has included up to eight (8) 1-hour virtual meetings with two (2) senior level Consultant staff and up to four (4) hours for the preparation of meeting summaries (total of 20 hours) for the fee listed below.

Any additional meetings (or in-person meetings) beyond those described above will be considered additional services and invoiced to the Client per Kimley-Horn's current hourly rates.

Task 4 – Opinion of Probable Construction Cost (OPCC)

Upon completion of Tasks 1 and 2 above, Consultant will prepare an engineer's opinion of probable construction cost (OPCC). This opinion of cost will be based on FDOT historical averages and recent experience of similar Kimley-Horn projects. This OPCC will be a one-time assessment. Providing revisions to the OPCC is not included in this task.

Consultant has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided will be based on the information known to Consultant at that time and represent only Consultant's judgment as a design professional familiar with the construction industry. Consultant cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Payment for these additional services will be agreed upon prior to their performance. Additional services Kimley-Horn can provide include but are not limited to, the following:

- Civil and Traffic Engineering Services for on-site and off-site plan improvements
- FEMA/Floodplain analysis and Conditional Letter of Map Revision (CLOMR)
- Landscape Architectural construction documentation
- 3D modeling/computer-generated images/perspectives
- Presentation graphics
- Parking analysis
- Traffic studies and engineering design
- Off-site design
- Lighting design and electrical services
- Surveying services
- Geotechnical services
- Signage design services
- Permit/Review fees
- Public Presentations/Workshops
- Environmental services

INFORMATION PROVIDED BY THE CLIENT

The following information, upon which the consultant may rely, will be provided to Consultant by the Client or its representative:

The Client will provide the following information, upon which Kimley-Horn can rely:

- Any available boundary and topographic survey in AutoCAD format
- Horizontally controlled survey with tree locations in AutoCAD format (COGO points)
- Any available Geotechnical Reports from previous projects
- As-built information for the existing site infrastructure

SCHEDULE

Consultant will provide the services described above based on a mutually agreed upon schedule to be determined with the Client.

FEE AND BILLING

Kimley-Horn will perform the services for the following fees:

TASKS		FEE
1	Due Diligence	\$7,203
2	Master Planning	\$39,275
3	Meetings/Coordination	\$5,116
4	Opinion of Probable Construction Cost (OPCC)	\$8,210
	Reimbursable Expense Allowance	\$2,500
	Total Fee	\$62,304

Tasks 1 - 4 will be invoiced on a lump sum labor, plus expense basis.

Direct reimbursable expenses such as express mail, air travel, out-of-town mileage and other direct expenses shall be reimbursed at 1.15 times cost. All permitting, application, and similar project fees will be paid directly by the Client.

Fees are payable and monthly billing based upon the percentage of services completed on lump sum elements and for the actual amount of service performed for hourly rate elements. Billing is due and payable within 25 days from date of invoice.

Kimley-Horn, 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 provide a paper copy via regular mail, if requested. Please select a billing method from the choices below:

_____ Please email all invoices to _____

_____ Please copy _____

CLOSURE

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute this Agreement in the spaces provided below, retain one copy, and return the other to our office for further processing. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please do not hesitate to contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



John Griffin, PLA
Sr. Landscape Architect



Matthew Gillespie, P.E. (AL, FL, NC)
Project Manager/Associate

Agreed to this _____ day of _____, 2024

City of Palm Bay

SIGNED: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____