



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#23-0315**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** May 2, 2023

**TITLE:** Motion Approving Second Amendment to Fort Lauderdale Beach  
Streetscape Improvement Project Agreement Authorizing Post Design  
Services – Kimley-Horn and Associates, Inc. - \$140,437 - (**Commission  
District 2**)

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**Recommendation**

Staff recommends the City Commission approve the Second Amendment to the Professional Services Consultant's Agreement (Contract 636-11169) between Kimley-Horn and Associates, Inc (Kimley-Horn) and City of Fort Lauderdale (City) for the post design services in the amount of \$140,437.

**Background**

This Project is located on State Road (SR) A1A between the South Beach Parking Lot Entrance (near SE 5th Street) and Sunrise Boulevard, in the City of Fort Lauderdale. The purpose of the Project is to enhance pedestrian lighting and safety and to create a signature hardscape pattern at the intersection of Las Olas Boulevard and SR A1A. The work to be accomplished under the agreement for the Project includes, but is not limited to, landscape, hardscape, site furnishing, and pedestrian lighting improvements.

The City executed the agreement with Kimley-Horn for design services on March 4, 2014 with post design services to be added after design phase completion. The City has engaged a contractor to construct the proposed hardscaping, landscaping, and lighting improvements designed by Kimley-Horn and staff is recommending Kimley-Horn provide construction phase services as Engineer of Record for the duration of the construction phase of this project.

**Resource Impact**

There will be a fiscal impact to the City of \$140,437 for the second amendment. Funds for this purchase, in the total amount of \$140,437 are available in the FY2023 Community Investment Plan in the accounts listed below.

*Funds available as of March 10, 2023*

ACCOUNT NUMBER	PROJECT NAME (Program)	CHARACTER/ ACCOUNT NAME	AMENDED BUDGET (Character)	AVAILABLE BALANCE (Character)	AMOUNT
10-331-9100-541-60- 6534-P11681	SR A1A Streetscape Improvements	Capital Outlay/ Consulting Engineering	\$3,902,067	\$811,120	\$140,437
PURCHASE TOTAL					\$140,437

**Strategic Connections**

This item is a *2022 Top Commission Priority*, advancing the Infrastructure and Resiliency initiative.

This item supports the *Press Play Fort Lauderdale 2024* Strategic Plan, specifically advancing:

- The Infrastructure Focus Area
- Goal 1: Build a sustainable and resilient community
- Objective: Proactively maintain our water, wastewater, stormwater, road, and bridge infrastructure

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

This item supports the *Advance Fort Lauderdale 2040* Comprehensive Plan specifically advancing:

- The Infrastructure Focus Area
- Transportation and Mobility Element
- Goal 1: Ensure the equitable development of a Complete Network for transportation that prioritizes Safety and emphasizes multimodal mobility and accessibility

**Attachments**

Exhibit 1 – Original Agreement

Exhibit 2 – First Amendment to Agreement

Exhibit 3 – Second Amendment to Agreement

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Prepared by: Irina Tokar, Senior Project Manager, Public Works  
James Hemphill, Program Manager, Finance  
Friseta Davis, Sr. Administrative Assistant, Finance

Department Director: Alan Dodd, Public Works  
Linda Logan-Short, Finance

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF FORT LAUDERDALE  
AND KIMLEY-HORN AND ASSOCIATES, INC.**

**Dated this 2nd day of May, 2023**

**FORT LAUDERDALE PUBLIC WORKS DEPARTMENT**

**SR A1A STREETSCAPE IMPROVEMENTS**

**PROFESSIONAL SERVICES**

This is Amendment No. 2 between the City of Fort Lauderdale, a Florida municipal corporation ("CITY"), and Kimley-Horn and Associates, Inc., authorized to transact business in Florida ("CONSULTANT"), is pursuant to the 636-11169 Consultant Services Agreement dated March 4, 2014 ("MASTER AGREEMENT").

**PROJECT BACKGROUND**

*City engaged the contractor to construct the proposed hardscaping, landscaping, and lighting improvements designed by Consultant. City wishes to engage Kimley-Horn to provide construction phase services as engineer of record for the duration of the construction phase of this project. The project is located along SR A1A, see Exhibit B.*

**GENERAL REQUIREMENTS**

**Design Standards**

The CONSULTANT shall be solely responsible for determining the standards the work shall meet and obtain all the requisite regulatory approvals. The design shall include, but is not limited to, the plans and specifications, which describe all systems, elements, details, components, materials, equipment, and any other information necessary for construction. The design shall be accurate, coordinated between disciplines, and in all respects, adequate for construction, and shall be in conformity, and compliance, with all applicable laws, codes, permits, and regulations.

**Quality Control**

The CONSULTANT is responsible for the quality control (QC) of their work and of its sub-consultants. The CONSULTANT shall provide to the City the list of sub-consultants which shall be used for this project. This list shall not be changed without prior approval of the CITY. All sub-consultant documents and submittals shall be submitted directly to the CONSULTANT for their independent QC review. The City shall only accept submittals for review and action from the CONSULTANT.

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and coordination of all pre-design services, designs, drawings, specifications, and other services furnished by the CONSULTANT and their sub-consultant(s). It is the CONSULTANT's responsibility to independently and continually QC their plans, specifications, reports, electronic files, progress payment applications, schedules, and all project deliverables required by this task order. The CONSULTANT shall provide the CITY with a marked up set of plans and/or specifications showing the CONSULTANT's QC review. Such mark-ups shall accompany the

CONSULTANT's scheduled deliverables. The submittal shall include the names of the CONSULTANT's staff that performed the QC review for each component (structures, roadway, drainage, etc.).

### **Project Schedule**

The CONSULTANT shall submit a preliminary project schedule as an exhibit of this task order. The schedule shall be prepared in Microsoft Project, and shall utilize an estimated Notice-to-Proceed (NTP), based on best available information.

The CONSULTANT shall submit a final project schedule to the CITY, for approval, within 10 business days after receiving the NTP and prior to beginning work. No work shall commence without an approved schedule. The final schedule shall include design, permitting activities, submittal review timeframes, and other project activities as required to complete the work. The CONSULTANT shall submit updated project schedules as required in the specific scope of services.

### **Permitting**

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. Some of the regulatory or permitting agencies associated with this project include, but are not limited to:

- South Florida Water Management District (SFWMD)
- U.S. Army Corps of Engineers (USACE)
- U.S. Coast Guard (USCG)
- Broward County Environmental Protection and Growth Management Department (BCEPGMD)
- Broward County Environmental Licensing and Building Permitting
- CITY's Department of Sustainable Development (DSD) City Building Permit
- Broward County Health Department (BCHD)

## **SPECIFIC SCOPE OF SERVICES**

**The Scope of Services to be provided by CONSULTANT shall be as follows:**

**Task 1 - Post Design Services** – The following scope is based on 12 months of construction/contract time and on total hours specified within.

- The CONSULTANT shall attend, record, and prepare minutes of the pre-construction meeting, and submit to the CITY for approval.
- The CONSULTANT shall periodically observe the progress of the construction as requested and authorized in writing by the CITY and submit report of findings to the CITY.
- The CONSULTANT shall attend construction progress meetings.
- The CONSULTANT shall review all shop drawings, product data, cut sheets, and submittals within seven (7) business days of receipt of the submittal to determine

compliance with the drawings and specifications, and recommend submittal action to the CITY. Assume 10 shop drawings packages.

- The CONSULTANT shall provide written responses to all RFIs within seven (7) business days to the CITY.
- The CONSULTANT shall assist the CITY with review of the Contractor's request for payments, and provide recommendation of percent of work completed, as well as review test reports, and provide comments and/or recommendations.
- The CONSULTANT shall assist the CITY with the review and technical evaluation of Contractor's request for change orders, and claims, and provide recommendations and cost evaluations to the CITY.
- The CONSULTANT shall make periodic site visits for the purpose of determining general compliance with the approved project drawings, plans, and specifications.
- The CONSULTANT shall review, evaluate, and determine the acceptability of substitute materials and equipment proposed by the Contractor.
- The CONSULTANT shall review as-built drawings provided by the Contractor, provide written comments, and recommend submittal action to the CITY.

The deliverables need to include DWG, PDF, WORD, and Excel files as required. The drawings shall comply with CITY CAD Standards.

#### **PROJECT ASSUMPTIONS**

- CITY shall provide access to site.

#### **ADDITIONAL SERVICES**

If authorized in writing by the CITY, as an amendment to this Task Order, the CONSULTANT shall furnish, or obtain, Additional Services of the types listed in the MASTER AGREEMENT. The CITY, as indicated in the MASTER AGREEMENT, will pay for these services.

#### **PERFORMANCE SCHEDULE**

The CONSULTANT shall perform the services identified in Task 1 based on estimated construction duration of one (1) year.

#### **PROJECT FUNDING**

Performance of this project is at the CITY's discretion and may be contingent upon the CITY receiving funding and work shall not begin until the CITY provides a Notice to Proceed to CONSULTANT.

#### **METHOD OF COMPENSATION**

The services performed will be accomplished using the Not-to-Exceed method of compensation based on revised hourly rates, **Exhibit C**. The total hourly rates payable by the CITY for each of CONSULTANT's employee categories, reimbursable expenses, if any, and sub-consultant fees, if any, are shown on **Exhibit A** attached hereto and made a part hereof. Pay application requests shall be prepared on the CITY's approved pay application request form. The CONSULTANT shall submit the pay application request to the CITY's Project Manager for review and approval. Once the CITY's Project Manager approves the CONSULTANT's

pay application request, the CONSULTANT may submit it to the CITY's accounts payable department via email ([AcctsPayable@fortlauderdale.gov](mailto:AcctsPayable@fortlauderdale.gov)) with a copy to the Project Manager. Pay application requests shall be submitted monthly.

### **TERMS OF COMPENSATION**

Services will be provided for the following Not-to-Exceed amounts:

Task 1 - Post Design Services	\$131,537
Allowance	\$8,900
<b>Grand Total</b>	<b>\$140,437</b>

### **CITY CONTACTS**

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to [AcctsPayable@FortLauderdale.gov](mailto:AcctsPayable@FortLauderdale.gov) after getting approval from the CITY's Project Manager. All other correspondence and submittals should be directed to the attention of Irina Tokar, Senior Project Manager, at the address shown below. **Please be sure that all correspondence refers to the CITY project number and title as stated above.**

**Irina Tokar**  
Senior Project Manager  
Public Works  
City of Fort Lauderdale  
City Hall, 4<sup>th</sup> Floor Engineering  
100 N. Andrews Ave.  
Fort Lauderdale, FL 33301  
(954) 828-6891  
[irinat@fortlauderdale.gov](mailto:irinat@fortlauderdale.gov)

### **CONSULTANT CONTACTS**

**Matthew B. Fursetzer**  
Kimley-Horn and Associates, Inc.  
1920 Wekiva Way, Suite 200  
West Palm Beach, FL 33411  
Email: [Matthew.Fursetzer@kimley-horn.com](mailto:Matthew.Fursetzer@kimley-horn.com)  
Phone: (561)840-0814

CITY

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida.

By:   
GREG CHAVARRIA  
City Manager

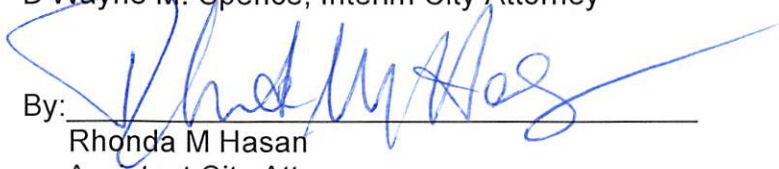
Date: June 19, 2023

ATTEST:



By:   
DAVID R. SOLOMAN  
City Clerk

Approved as to Legal Form:  
D'Wayne M. Spence, Interim City Attorney

By:   
Rhonda M Hasan  
Assistant City Attorney



**CONSULTANT/CONTRACTOR**

WITNESSES:

Kimley-Horn and Associates, Inc.,  
a North Carolina corporation authorized  
to transact business in Florida

Matthew Forster

MATTHEW FORSTER  
[Witness print/type name]

Marwan Mufleh

MARWAN MUFLEH, Sr. Vice President  
[Print Name, check title]

Sara Lopez

Sara Lopez  
[Witness print/type name]

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence  
or ☐ online notarization, this 15 day of February 2023, by Marwan Mufleh  
as Sr. Vice President for Kimley-Horn and Associates, Inc. a corporation.

(SEAL)



LORI D'AMICO  
MY COMMISSION # GG 957251  
EXPIRES: March 16, 2024  
Bonded Thru Notary Public Underwriters

Lori D'Amico  
(Signature of Notary Public - State of Florida)

Lori D'Amico  
(Print, Type or Stamp Commissioned Name  
of Notary Public)

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced: \_\_\_\_\_

**Exhibit A – Work Breakdown Structure**

EXHIBIT A: WORK BREAK DOWN STRUCTURE									
PROJECT:	SR A1A Streetscape Improvements				SHEET:				
	Construction Phase Services								
CLIENT:	City of Ft. Lauderdale				PROJECT NO. P11681				
ESTIMATOR:	M Fursetzer				DATE: 05/27/22				
DESCRIPTION:									
	Principal	Senior Professional	Project Manager	Project Engineer	Professional / SR Designer	Engineer	Admin	Expenses	Line Total
Task 1 - Construction Phase Services									
Pre Construction Conference		4		2					\$1,280.00
Observation of Construction (52 visits)	2	194		8					\$46,560.00
Shop drawing reviews (up to 10)		32		3		6			\$8,710.00
Request for information		30		30					\$12,300.00
Progress meetings (up to 34)		65							\$14,950.00
Project Closeout/ as-built plans		4		16		24	2		\$7,182.00
Project Management							30		\$2,130.00
EDSA Sub								\$38,425.00	\$38,425.00
Reimbursables Expenses Allowance								\$8,900.00	\$8,900.00
TOTAL HOURS	2	329	0	59	0	30	32	47,325.00	
LABOR RATE (\$/HOUR)	250.00	230.00	225.00	180.00	140.00	135.00	71.00	1.0	
SUBTOTAL	\$500.00	\$75,670.00	\$0.00	\$10,620.00	\$0.00	\$4,050.00	\$2,272.00	\$47,325.00	
PAGE TOTAL	\$140,437.00								\$140,437.00

### Exhibit A – Work Breakdown Structure

EDSA													
Construction Related Services													
Task #	Task Description	Principal	Vice President	Senior Associate	Associate	Designer	Intern	Administrative Support	Insert Staff Name	Insert Staff Name	Insert Staff Name	Insert Staff Name	Total
		\$ 250.00	\$ 180.00	\$ 150.00	\$ 130.00	\$ 110.00	\$ 55.00	\$ 71.00	\$ -	\$ -	\$ -	\$ -	
	Construction Admin	40.00		100.00	80.00		55.00						38,425.00
	Totals	10,000.00	-	15,000.00	10,400.00	-	3,025.00	-	-	-	-	-	\$ 38,425.00
	Grand Total Phase II	10,000.00	-	15,000.00	10,400.00	-	3,025.00	-	-	-	-	-	\$ 38,425.00

**Exhibit B – Location Map**





EXHIBIT C  
 REVISED HOURLY RATES

Kimley-Horn

Employee Category	Rate
Principal	250
Senior Professional	230
Project Manager	225
Project Engineer	180
Professional/Senior Designer	140
Engineer	135
Support Staff	71

EDSA

Employee Category	Rate
Principal	250
Vice President	180
Senior Associate	150
Associate	130
Designer	110
Intern	55
Administrative Support	71



## CITY MANAGER'S OFFICE

## DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

1L

TODAY'S DATE: 6/12/23DOCUMENT TITLE: Second Amendment to Professional Services Agreement - Kimley-Horn and Associates, Inc. - SR 44 Streetscape ImprovementsCOMM. MTG. DATE: 5/2/23 CAM #: 23-0315 ITEM #: CP-3 CAM attached: ☒ YES ☐ NORouting Origin: \_\_\_\_\_ Router Name/Ext: \_\_\_\_\_ Action Summary attached: ☐ YES ☒ NOCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NODate to CCO: 6/12/23 Attorney's Name: Rhonda Montoya Hasen Initials: \_\_\_\_\_3) City Clerk's Office: # of originals: 1 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 06/16/234) City Manager's Office: CMO LOG #: Jun 37 Document received from: \_\_\_\_\_Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐  
GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) Mayor/CRA Chairman: Please sign as indicated.

Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

## INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains \_\_\_\_\_ original and forwards 1 originals to: Matthew Eaton (Name/Dept/Ext)Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☐ NO

Original Route form to CAO

TH# 23-0288