

**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. 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) 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
Grand Total	\$140,437

CITY CONTACTS

Requests for payments should be directed to City of Fort Lauderdale Accounts Payable via e-mail to 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, 4th Floor Engineering
100 N. Andrews Ave.
Fort Lauderdale, FL 33301
(954) 828-6891
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
Phone: (561)840-0814

CITY

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

By: _____
GREG CHAVARRIA
City Manager

Date: _____

ATTEST:

(CORPORATE SEAL)

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:										
CLIENT: City of Ft. Lauderdale		PROJECT NO. P11681										
ESTIMATOR: M Fursetzer		DATE: 05/27/22										
DESCRIPTION:												
Task 1 - Construction Phase Services Pre Construction Conference Observation of Construction (52 visits) Shop drawing reviews (up to 10) Request for information Progress meetings (up to 34) Project Closeout/ as-built plans Project Management EDSA Sub Reimbursables Expenses Allowance	Principal	Senior Professional	Project Manager	Project Engineer	Professional / SR Designer	Engineer	Admin	Expenses	Line Total			
		4		2							\$1,280.00	
	2	194		8							\$46,560.00	
		32		3		6					\$8,710.00	
		30		30							\$12,300.00	
		65									\$14,950.00	
		4		16		24	2				\$7,182.00	
							30				\$2,130.00	
									\$38,425.00		\$38,425.00	
									\$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	Subtotal	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