

RESOLUTION NO. 2022-155

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE A CONSULTING SERVICES WORK AUTHORIZATION WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL TRANSPORTATION SERVICES RELATED TO THE PREPARATION OF A TRANSIT MASTER PLAN IN THE AMOUNT OF \$105,790.00; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City currently operates two shuttle routes along with a community bus operation, and the City desires to improve the existing transit services; and

WHEREAS, the City is seeking to prepare a Transit Master Plan to identify a 10-year vision that enhances multimodal connectivity and access while promoting an increase in transit ridership; and

WHEREAS, there is a need to identify service gaps, develop strategies that seek to reduce transit rider passenger wait times, and to review changing mobility needs and multimodal connectivity throughout the City; and

WHEREAS, proposed services include, but are not limited to, coordination with outside agencies such as the Florida Department of Transportation, Broward County Transit, and the Metropolitan Planning Organization; evaluation of a City-wide transit market assessment; transit network recommendations; and a transit project implementation plan; and

WHEREAS, Kimley-Horn and Associates, Inc. is a qualified firm on the City's Architecture, Landscape Architecture, Planning, and Urban Design Services list pursuant to RFQ No. 10-06-21-11, as approved by Resolution No. 2022-007; and

WHEREAS, Kimley-Horn and Associates has submitted a proposal to provide the requested services in the amount of \$105,790.00; and

WHEREAS, staff recommends approval of a consulting services work authorization with Kimley-Horn and Associates, Inc. to provide the aforementioned services associated with the completion of the City's Transit Master Plan in the amount of \$105,790.00; and

WHEREAS, the City Commission of the City of Coconut Creek finds and determines it to be in the best interest of the City and its residents to approve a consulting services work authorization with Kimley-Horn and Associates, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: That the City Commission has reviewed and hereby approves the attached consulting services work authorization between the City of Coconut Creek and Kimley-Horn and Associates, Inc. to provide the necessary professional services to complete the City's Transit Master Plan in the amount of \$105,790.00.

Section 3: That the City Manager, or designee, is hereby authorized to execute the consulting services work authorization between the City of Coconut Creek and Kimley-Horn and Associates, Inc. in the amount of \$105,790.00.

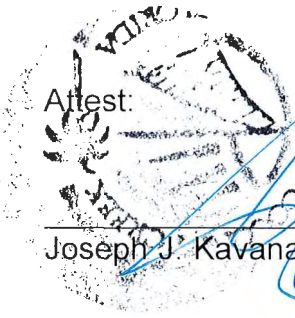
Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 25th day of August, 2022.



Joshua Rydell, Mayor

Attest:


Joseph J. Kavanagh, City Clerk

Rydell Aye
Welch Aye
Tooley Aye
Railey Aye
Brodie Aye

CONSULTING SERVICES WORK AUTHORIZATION

DATE: June 23, 2022

CONSULTANT: Kimley-Horn and Associates, Inc.

WORK AUTHORIZATION NO. 3 FOR CONSULTING SERVICES

This Work Authorization, when executed, shall be incorporated in and become an integral part of the "Agreement between City of Coconut Creek and Kimley-Horn and Associates, Inc. – RFQ 03-25-20-02 dated September 30, 2020, as Exhibit "A" for a lump sum amount of \$105,790 dated June 7, 2022.

I. PROJECT DESCRIPTION

The CITY desires to have Kimley-Horn and Associates, Inc. ("CONSULTANT"), assist the City with the preparation of a Transit Master Plan.

II. SCOPE OF SERVICES AND COSTS

See Proposal from Kimley Horn and Associates, Inc. attached hereto as Exhibit "A".

III. COMPLETION DATE

This Work Authorization is approved contingent upon the CITY'S acceptance of and satisfaction with the completion of the services rendered with a projected completion date of December 31, 2022 from the date of receipt of authorization from CITY. If the CITY in its sole discretion is unsatisfied with the services provided in the Work Authorization, the CITY may terminate the Agreement without incurring any further liability. The CONSULTANT shall commence work after issuance of the notice to proceed.

IV. NOT A DESIGN-BUILD AGREEMENT

CONSULTANT shall not bid for any construction components associated with this Project.

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CITY OF COCONUT CREEK, FLORIDA

By: Karen M. Brooks
Karen M. Brooks, City Manager

ATTEST:

By: Joseph J. Kavanagh, City Clerk

Approved as to Legal Sufficiency
and Form:

By: Terrill C. Pyburn
Terrill C. Pyburn, City Attorney

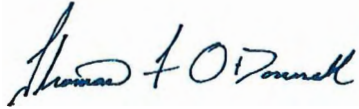
CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Signature of Vice-President

John J. McWilliams, P.E., Vice-President
Type/Print Name of Vice-President

ATTEST:



(Corporate Secretary)

Thomas O'Donnell, P.E., Vice-President
Type/Print Name of Corporate Secretary

(CORPORATE SEAL)





June 7, 2022

Mr. Michael Righetti
Senior Project Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063

**RE: Professional Services Agreement
Municipal Transit Master Plan**

Dear Mr. Righetti:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Coconut Creek (hereinafter referred to as "Client" or "City") to provide professional services related to assisting the City with the preparation of a transit master plan.

PROJECT UNDERSTANDING

The City of Coconut Creek is seeking to prepare a transit master plan to identify a 10-year vision that enhances multimodal connectivity and access while promoting an increase in transit ridership. This involves the identification of service gaps and the development of strategies that seek to reduce passenger wait times and address passenger demand due to land use changes and/or new development/redevelopment, as well as changing mobility needs and multimodal connectivity throughout the City. The City of Coconut Creek desired to develop a plan that establishes a long-term vision for their local shuttle system to optimize passenger service for Coconut Creek residents, workers, and visitors.

The following scope of services outline was developed by Kimley-Horn and Associates, Inc. based on discussions with City staff and assumes that all relevant and validated data required for the technical evaluation will be accessible from the City of Coconut Creek.

SCOPE OF SERVICES

A preliminary outline of the scope of services that Kimley-Horn would provide is provided below.

TASK 1 PROJECT MANAGEMENT AND COORDINATION

TASK 1.1: Project Kick-off Meeting

- The Consultant will participate in one (1) project kick-off meeting with City staff.

TASK 1.2: Progress Meetings / Coordination

- The Consultant will participate in up to four (4) progress/coordination meetings with City staff and that will be schedule around key milestones and engagement activities throughout the project timeline. The Consultant will present the current status of the project and associated deliverables at these meetings.
- The Consultant will participate in up to three (3) coordination meetings in total as directed by City Staff, to include :
 1. Broward Metropolitan Planning Organization
 2. Broward County Transit
 3. Seminole Tribe.

TASK 1.3: City Commission Meetings/Presentation

- The Consultant will attend and present at a maximum of two (2) meetings with the Coconut Creek City Commission to occur at project milestones as determined by City staff.

TASK 1.4 Coconut Creek Ambassador Program Meetings

- The Consultant will attend, participate and present at a maximum of two (2) meetings with the Coconut Creek Ambassador stakeholder group to occur at project milestones as determined by City staff.

TASK 1: Deliverables:

- Draft agenda, participation, presentation materials, and meeting summary notes for progress/coordination meetings with City staff.
- Attendance, participation, and presentation materials for City of Coconut Creek Commission meetings.
- Attendance, participation, and presentation materials for Ambassador Program meetings.
- This task assumed that City staff will coordinate and notice all meetings as appropriate.

TASK 2 TRANSIT MASTER PLAN VISION**TASK 2.1: Operating Environment Evaluation**

- The Consultant will complete a technical evaluation of key variables to inform the development of goals and objectives that seek to address shuttle service coverage, ridership, multimodal access, and connectivity in response to a changing operating environment (demographic changes, existing/future land use, planned development/redevelopment projects, capital improvement projects etc.). The City of Coconut Creek will provide the Consultant with available data and documentation to assist with the completion of this task to include but not limited to the City's Surtax funded improvements.
- The evaluation will also involve a review of other relevant documentation (e.g., plans, policies) and data readily accessible and in a reasonable format.

TASK 2.2: Goals and Objectives

- The Consultant will coordinate with the City to develop goals and objectives, that support and promote multimodal connectivity and transit ridership through an alignment of service policies and investment strategies.

Goals and objectives may focus on the following such as:

- Responsive to Mobility Needs
- Implements Accessible Service
- Provides Multimodal Connectivity
- Optimizes Service Operation and Ridership

TASK 2.3: Transit Master Plan Workshop

- The Consultant will prepare for, attend, and present at a project workshop that will serve as a forum to discuss and gather input from City staff to include but not limited to transit service conditions, multimodal needs, existing/future mobility hub connectivity, future service demands, community vision to further refine Goals and Objectives prior to finalizing. This task assumed that City staff will coordinate and notice all meetings as appropriate.

TASK 2: Deliverables:

- Draft workshop agenda/materials, participation, and meeting summary.
- Draft and Final Master Plan Goals and Objectives Memorandum

TASK 3 TRANSIT MARKET ASSESSMENT

- The Consultant will collect readily available data to analyze travel patterns, existing community shuttle ridership, activity hot spots (congestion, major trip generators/attractors, activity centers etc.) transit dependent users (low-income or zero-car households, senior citizens, school aged children) and identify potential opportunities for multimodal improvements to include first-mile last-mile services, Mobility as a service (MAAS) and emerging technologies.

This task assumed the City will provide ridership data from the existing community bus service (Butterfly Express, North Route and South Route) in a readily usable format for data analysis.

TASK 3: Deliverable:

- Market analysis memorandum. Note that the Consultant will revise the document one (1) time in response to City comments.

TASK 4 TRANSIT NETWORK RECOMMENDATIONS

- The Consultant perform the following under this task:
 - Identify service enhancements and capital investments to meet the needs of the community and recognize the City's budget constraints.
 - Compare traditional shuttle service versus mobility on demand
 - Review and provide recommendations to improve the City's existing mobile transit APP.
 - Identify EV technology fleet conversion requirements
 - Develop a project matrix based on safety, access, connectivity, and equity, or an alternate focus if a best practice suggests.

TASK 4: Deliverables:

- Development of transit route service and capital investment recommendations. The recommendations will be summarized in a memorandum. Note that the Consultant will revise the document one (1) time in response to City comments.

TASK 5 DEVELOP PROJECT IMPLEMENTATION PHASING PLAN

- The Consultant will perform the following in this task:
 - Review the recommended improvements and identify an implementation plan to complete the Transit Master Plan.
 - Develop project phasing to include generalized costs for implementation to include associated operating and capital cost estimates or probable costs.
 - Prioritize service enhancements and capital investment for implementation in a 10-year planning horizon that is divided into near term (1-2 years), intermediate (3-6 years) and long term (6-10 years).
 - Propose service changes grouped to follow a logical, organized, and sequential deployment of services that is consistent with service operations, fleet requirements, staffing levels and budget constraints. The Consultant will work coordinate closely with City staff to ensure that the phased plan can be "operationalized."

TASK 5: Deliverable:

- Develop a technical memorandum including a matrix of trolley service revisions, improvements, and route expansions over a 10-year horizon. Note that the Consultant will revise the document one (1) time in response to City comments.

TASK 6 DEVELOP FINAL REPORT AND EXECUTIVE SUMMARY

- The Consultant will prepare a draft report and executive summary prepared and submitted to City staff for review and comment.
- The Consultant will revise the draft report and executive summary one (1) time in response to one (1) set of collective comments from City staff to prepare a final report and executive summary.

TASK 6: Deliverables:

- Develop a draft report, final report and executive summary to be provided as study documentation.
- A PowerPoint presentation that provides an overview of the executive summary and recommendations.

ADDITIONAL SERVICES (OPTIONAL)

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

Public Outreach Meetings: Schedule and conduct up to two (2) outreach meetings to inform residents and community stakeholders about the Transit Master Plan effort and gather input on the existing and future transit services. City staff will be responsible for meeting coordination, perform all required public noticing and print all public meeting materials. The City will identify meeting locations and notifying various neighborhoods and communities to encourage meeting attendance. Input received at community outreach events will be incorporated into the transit master plan.

Deliverables:

- Participate in up to two public engagement meetings
- Prepare outreach meeting materials
- Document public input from each outreach meeting

SCHEDULE

The Consultant will provide services as expeditiously as practicable to complete the scope of work within five (5) months.

FEE AND BILLING

The Consultant will perform the services outlined in Tasks 1 - 6 for the Lump Sum Fee of \$90,575.00. All permitting, application, and similar project fees if applicable, will be paid directly by the Client. If authorized by the City, additional services (optional) will be completed for an additional lump sum fee of \$15,215.00.

Task 1	Project Management and Coordination	\$21,030
Task 2	Transit Master Plan Vision	\$21,140
Task 3	Transit Market Assessment	\$19,740
Task 4	Transit Network Recommendation	\$8,115
Task 5	Project Implementation Phasing Plan	\$9,690
Task 6	Final Report and Executive Summary	\$10,860
Task	Public Outreach Meetings (OPTIONAL)	\$15,215

LUMP SUM FEE

\$105,790

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to the terms and conditions of the City of Coconut Creek's *General Professional Engineering Services Contract*; RFQ 03-25-20-02 shall govern this Agreement.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

_____ Please email all invoices to _____

_____ Please copy _____

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. We will commence services only after we have received a fully-executed agreement. 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 contact me if you have any questions.

Best,
KIMLEY-HORN AND ASSOCIATES, INC.

By: 
John McWilliams, P.E.
Senior Vice President


John Lafferty
Project Manager

City of Coconut Creek
A Municipality

(Date)

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal: