

AGREEMENT
between
CITY OF COCONUT CREEK
and
KIMLEY-HORN AND ASSOCIATES, INC.
for
COMPREHENSIVE STREET IMPROVEMENTS DESIGN-PHASE II
RFQ NO. 06-21-17-11

This Agreement is made and entered into this _____ day of _____, 2018 by and between **CITY OF COCONUT CREEK**, a political subdivision of the State of Florida, its successors and assigns, hereinafter referred to as “**CITY**,”

AND

Kimley-Horn and Associates, Inc., a Florida Corporation, its successors and assigns, hereinafter referred to as “**CONSULTANT**.”

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **CITY** and **CONSULTANT** agree as follows:

ARTICLE I

DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

- 1.1 **CONTRACT ADMINISTRATOR:** Whenever the term "**CONTRACT**" **ADMINISTRATOR**" is used herein, it is intended to mean the City Manager or designee. In the administration of this Agreement, all parties may rely upon instructions or determinations made by the **CONTRACT ADMINISTRATOR**.
- 1.2 **CONSULTANT:** Kimley-Horn and Associates, Inc., which is the professional organization with whom **CITY** has contracted for the performance of services pursuant to this Agreement.
- 1.3 **CITY:** City of Coconut Creek, Florida, a body corporate and politic and a political subdivision of the State of Florida.
- 1.4 **PROJECT:** The nature of the **PROJECT** is to provide Comprehensive Street Improvements Design-Phase II pursuant to RFQ No. 06-21-17-11, Kimley-Horn and Associates, Inc., Statement of Qualifications and Exhibit “A” – Scope of Services and Fee Proposal.

ARTICLE 2

PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 2.1 **CITY** has met the requirements of the Consultants' Competitive Negotiation Act, as set forth in Section 287.055, Florida Statutes, and has selected **CONSULTANT** to perform the work of the specified nature as outlined in this Agreement.
- 2.2 Negotiations pertaining to the services to be performed by **CONSULTANT** were undertaken between **CONSULTANT** and **CITY**, and this Agreement incorporates the results of such negotiations.

ARTICLE 3

SCOPE OF WORK

- 3.1 **CONSULTANT'S** services shall consist of the tasks set forth in **EXHIBIT "A"**, attached hereto and made a part hereof, and shall include professional services, as applicable for the **PROJECT**. **CONSULTANT** shall provide all services as set forth in **EXHIBIT "A"** including all necessary, incidental and related activities and services required by the Scope of Services and contemplated in **CONSULTANT'S** level of effort.
- 3.2 The **CITY** reserves the right to add or delete tasks shown in **EXHIBIT "A"** as deemed necessary and based on fund availability.
- 3.3 **CONSULTANT** and **CITY** acknowledge that the Scope of Services does not delineate every detail and minor work Task required to be performed by **CONSULTANT** to complete a **PROJECT**. If, during the course of the performance of the services included in this **AGREEMENT**, **CONSULTANT** determines that it should perform work to complete a **PROJECT**, which is outside the level of effort originally anticipated, **CONSULTANT** will notify **CONTRACT ADMINISTRATOR** in writing in a timely manner before proceeding with the work. If **CONSULTANT** proceeds with said work without notifying **CONTRACT ADMINISTRATOR** as provided in Article 6, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to **CONTRACT ADMINISTRATOR** does not constitute authorization or approval by **CITY**. Performance of work by **CONSULTANT** outside the originally anticipated level of effort without prior written **CITY** approval is at **CONSULTANT'S** sole risk.
- 3.4 **CONSULTANT** acknowledges that **CITY** is relying on the competence of **CONSULTANT** to meet the **PROJECT'S** intent.

ARTICLE 4

TIME OF PERFORMANCE

- 4.1 **CONSULTANT** shall perform the services described in **EXHIBIT "A"** within the time periods specified in the **PROJECT SCHEDULE** included in **EXHIBIT "A"**.
- 4.2 In the event **CONSULTANT** is unable to complete performance of services because of delays resulting from untimely review and approval by governmental authorities having jurisdiction over the **PROJECT**, and such delays are not the fault of **CONSULTANT**, **CITY** shall grant a reasonable extension of time for completing the work. It shall be the responsibility of **CONSULTANT** to notify the **CONTRACT ADMINISTRATOR** promptly, in writing, whenever a delay is anticipated or experienced, and to inform the **CONTRACT ADMINISTRATOR** of all facts and details related to the delay.

ARTICLE 5

COMPENSATION AND PAYMENT

- 5.1 **CITY** agrees to pay **CONSULTANT** as compensation for performance of all approved **PROFESSIONAL SERVICES** required under the terms of this Agreement and as described in **EXHIBIT "A"** the total contract amount of **ONE HUNDRED FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY dollars and ZERO cents (\$149,720.00)**. In the event the **CITY** exercises the terms and conditions of 3.2 of Article 3, the contracted fees shall be reduced accordingly.
- 5.2 The total contract amount includes full payment, including all labor, overhead, and other costs. No travel and meal costs are reimbursable unless incurred outside of Miami-Dade, Broward and Palm Beach Counties, approved in writing in advance by the **CITY**. Any such costs are payable at the **CITY** reimbursement rate.
- 5.3 **CONSULTANT** shall submit its invoices in the format and with supporting documentation as may be required by **CITY**.
- 5.4 **CITY** shall pay **CONSULTANT** monthly for services rendered within thirty (30) days from date of approval of each of **CONSULTANT'S** invoices by the **CONTRACT ADMINISTRATOR**. The parties shall comply with section 218.70, F.S., et seq., The Prompt Payment Act. If any errors or omissions are discovered in any invoice, **CITY** will inform **CONSULTANT** and request revised copies of all such documents. If any disagreement arises as to payment of any portion of an invoice, **CITY** agrees to pay all undisputed portions and the parties agree to cooperate by promptly conferring to resolve the disputed portion.
- 5.5. Payment will be made to **CONSULTANT** at: Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, FL 33324

ARTICLE 6

ADDITIONAL SERVICES AND CHANGES IN SCOPE OF WORK

- 6.1 CITY shall assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all information it has available pertinent to the **PROJECT** including previous reports and any other data relative to a **PROJECT**.
- 6.2 CITY shall review the itemized deliverables/documents identified in **EXHIBIT "A"** of **CONSULTANT** and respond in writing with any comments within the time set forth on the approved Project Schedule.
- 6.3 CITY shall arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as reasonably required for **CONSULTANT** to perform its services under this Agreement.

ARTICLE 7

MISCELLANEOUS

- 7.1 **OWNERSHIP OF DOCUMENTS:** All correspondence, studies, data, analyses, documents, instruments, applications, memorandums and the like, that result from **CONSULTANT'S** services under this Agreement or that is provided in connection with this Agreement shall become and shall remain the property of the **CITY** and the **CITY** shall consequently obtain ownership of them by any statutory law, common law and other reserved rights, including copyright; however, such documents are not intended or represented by **CONSULTANT** to be suitable for reuse by **CITY** on extensions of the work or on any other work or project. Any such reuse, modification or adaptation of such document without written verification or permission by **CONSULTANT** for the specific purpose intended will be at **CITY'S** sole risk and without liability or legal exposure to **CONSULTANT** or to **CONSULTANT'S** independent professional subconsultants. If **CITY** alters any such documents, **CITY** will expressly acknowledge same so that no third party will be in doubt as to the creation or origination of any such document.
- 7.2 **TERMINATION:** This Agreement may be terminated by **CONSULTANT** for cause or by **CITY** for any reason with or without cause, upon thirty (30) days written notice from the terminating party to the other party. In the event of such termination, **CONSULTANT** shall be paid its compensation for services performed to termination date, including all **REIMBURSABLES** then due to incurred to termination date. All finished or unfinished correspondence, studies, data, analyses, documents, instruments, applications, memorandums, sketches, tracings, drawings, specifications, design, design calculations, details models, photographs, reports, surveys and other documents, plans and data that result from **CONSULTANT'S** services under this Agreement shall become and shall remain the property of **CITY** and shall be delivered by **CONSULTANT** to **CITY**.
- 7.3 **EXAMINATION OF RECORDS:** **CONSULTANT** shall maintain books, records, documents, and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices.

The **CONSULTANT** shall also maintain the financial information and data used by the **CONSULTANT** in the preparation of support of any claim for reimbursement for any out-of-pocket expense or cost. The **CITY** shall have access to such books, records, documents and other evidence for inspection, audit and copying during normal business hours. The **CONSULTANT** will provide proper facilities for such access and inspection. Audits conducted under this section shall observe generally accepted auditing standards and established procedures and guidelines of the **CITY**.

- 7.4 **EQUAL OPPORTUNITY:** **CONSULTANT** agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **CONSULTANT** agrees to furnish **CITY** with a copy of its Affirmative Action Policy, if requested.
- 7.5 **NO CONTINGENT FEES:** **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for **CONSULTANT**, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for **CONSULTANT**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, **CITY** shall have the right to terminate the Agreement without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
- 7.6 **ASSIGNMENT:** This Agreement, or any interest herein, shall not be assigned, transferred to otherwise encumbered by **CONSULTANT**, under any circumstances, without the prior written consent of **CITY**. Said consent shall be at **CITY'S** reasonable discretion and may not be unreasonably withheld.
- 7.7 **INDEMNIFICATION OF CITY:** The parties agree that one percent (1%) of the total compensation paid to the **CONSULTANT** for the work of the contract shall constitute specific consideration to the **CONSULTANT** for the indemnification to be provided under the **CONSULTANT**. The **CONSULTANT** shall indemnify and hold harmless the City Commission, the City of Coconut Creek, and their officers, agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the **CONSULTANT**, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the **CITY**, or any of their agents or employees by any employee of the **CONSULTANT**, any sub-contractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph shall not be limited in any way by any limitation on this amount or type of damages, compensation, or benefits payable by or for the **CONSULTANT** or any sub-contractor under Workers' Compensation Acts, Disability Benefit Acts or other Employee

Benefit Acts. Nothing in this section shall affect the immunities of the **CITY** pursuant to Chapter 768, Florida Statutes.

7.8 INSURANCE:

Throughout the term of this Contract, Successful **CONSULTANT** and/or any and all subconsultants or anyone directly or indirectly employed by either of them shall maintain in force at their own expense, insurance as follows:

7.8.1 General Liability

Commercial General Liability insurance with limits not less than \$1,000,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage for premises/operations, contractual liability, personal injury, explosion, collapse, underground hazard, products/completed operations, broad form property damage, cross liability and severability of interest clause. This policy of insurance shall be written in an "occurrence" based format.

7.8.2 Professional Liability / Errors and Omissions Coverage

If the Bidder is to provide professional services under this Agreement, the Bidder must provide the **CITY** with evidence of Professional Liability insurance with, at a minimum of \$1,000,000.00 per occurrence and in the aggregate. "Claims-Made" forms are acceptable for Professional Liability insurance. Coverage shall include all claims arising out of the **CONSULTANT'S** operations or premises, any person directly or indirectly employed by the **CONSULTANT**, and the **CONSULTANT'S** obligations under indemnification under this contract.

CONSULTANT acknowledges that the **CITY** is relying on the competence of the **CONSULTANT** to design the project to meet its functional intent. If it is determined during construction of the project that changes must be made due to **CONSULTANT'S** negligent errors and omissions, **CONSULTANT** shall promptly rectify them at no cost to **CITY** and shall be responsible for additional costs, if any, of the project to the proportional extent caused by such negligent errors or omissions.

7.8.3 General

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit and provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence limits specified above.

Should any required insurance lapse during the Contract term, requests for payments originating after such lapse shall not be processed until the **CITY** receives satisfactory evidence of reinstated coverage as required by this Contract, effective as of the lapse date. If insurance is not reinstated, **CITY** may, at its sole option terminate this Agreement effective on the date of such lapse of insurance.

Auto Liability and General Liability policies shall be endorsed to provide the following:

- a) Name as additional insured the City of Coconut Creek and its Officers, Agents, Employees and Commission Members.
- b) That such insurance is primary to any other insurance available to the additional insured with respect to claims covered under the policy and that insurance applies separately to each insured against whom claims are made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

All policies shall be endorsed to provide sixty (60) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to:

City of Coconut Creek – Purchasing Division
Attn: Risk Manager
4800 West Copans Road
Coconut Creek, Florida 33063

The issuing agency shall include full name, address and telephone number in each insurance certificate issued.

Certificates of Insurance, in form and evidencing all required insurance and endorsements, shall be submitted with the **CONSULTANT'S** Proposal Package through the eBid System. If **CONSULTANT** is Successful **CONSULTANT**, then prior to commencement of Contract, **CONSULTANT** must submit a revised Certificate of Insurance naming the City of Coconut Creek as additional insured for all liability policies.

7.8.4 Insurance Company and Agent

All insurance policies herein required of the successful Consultant shall be written by a company with a A.M. Best rating of A-VII or better that is duly authorized and licensed to do business in the State of Florida and shall be executed by agents, thereof that are duly licensed as agents in said state.

- 7.9 REPRESENTATIVE OF CITY AND CONSULTANT:** It is recognized that questions in the day-to-day conduct of a **PROJECT** will arise. The **CONTRACT ADMINISTRATOR**, upon request by **CONSULTANT** shall designate in writing and shall advise **CONSULTANT** in writing of one (1) or more **CITY** employees to whom all communications pertaining to the day-to-day conduct of **PROJECT** shall be addressed.

CONSULTANT shall inform **CONTRACT ADMINISTRATOR** in writing of the representative of **CONSULTANT** to whom matters involving the conduct of **PROJECT** shall be addressed. **CONSULTANT** shall, at all times during this Agreement, have available for consultation or otherwise, an employee who shall be familiar with all work contemplated under this Agreement.

- 7.10 ATTORNEY'S FEES:** If a party institutes any legal action to enforce any provision of this Agreement, they shall be entitled to reimbursement from the other party for all costs and expenses, including reasonable attorney's fees incurred by them, provided they are the prevailing party in such legal action, and provided further that they shall make application to the court or other tribunal, for an award of such costs and expenses.

- 7.11 ALL PRIOR AGREEMENTS SUPERSEDED:** This document and the RFQ No. 12-02-15-11 incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

- 7.12 NOTICES:** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed

to the party for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice, to wit:

City

Mary C. Blasi, City Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, Florida 33063
Phone: 954-973-6720
Fax: 954-973-6777
Email: mblasi@coconutcreek.net

Consultant

Gary R. Ratay, Senior Associate
Kimley-Horn and Associates, Inc.
600 North Pine Island Road, Suite 450
Plantation, FL 33324
Phone: 954-535-5112
Email: gary.ratay@kimley-horn.com
Web Address: <https://www.kimley-horn.com>

7.13 TRUTH-IN-NEGOTIATION CERTIFICATE: Signature on this Agreement by **CONSULTANT** shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price any additions thereto shall be adjusted to exclude any significant sums by which **CITY** determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of this Agreement.

7.14 NON-EXCLUSIVE AGREEMENT: The services to be provided by **CONSULTANT** pursuant to this Agreement shall be non-exclusive and nothing herein shall preclude **CITY** from engaging other firms to perform the same or similar services for the benefit of **CITY** within **CITY'S** sole and reasonable discretion.

7.15 WARRANTIES OF CONSULTANT: **CONSULTANT** hereby warrants and represents as follows:

- A. At all times during the term of this Agreement, **CONSULTANT** shall maintain in good standing all required licenses, certifications and permits required under federal, state and local laws necessary for the performance under this Agreement.
- B. At all times during this Agreement, **CONSULTANT** shall perform its obligations in a prompt, professional and businesslike manner.

7.16 GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the 17th Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

7.17 CONSULTANT'S STAFF: **CONSULTANT** will provide the key staff identified in their proposal for **PROJECT** as long as said key staff are in **CONSULTANT'S** employment.

CONSULTANT will obtain prior written approval of **CONTRACT ADMINISTRATOR** to change key staff. **CONSULTANT** shall provide **CONTRACT ADMINISTRATOR** with such information necessary to determine the suitability of proposed new key staff. **CONTRACT ADMINISTRATOR** will be reasonable in evaluating key staff qualifications.

If **CONTRACT ADMINISTRATOR** desires to request removal of any of **CONSULTANT'S** staff, **CONTRACT ADMINISTRATOR** shall first meet with **CONSULTANT** and provide reasonable justification for said removal.

7.18 PRECEDENCE: In case of any conflict, the provisions of this Agreement, Articles 1 through 7, including Sub-Articles, shall take precedence over any addendum or additional consulting provisions.

7.19 ANTI-DISCRIMINATION:

That **CONSULTANT** shall for itself, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees, as a part of the consideration hereof, hereby covenant and agree that:

- a) No person on the ground of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of or performance of services described herein; and
- b) **CONSULTANT**, its personal representatives, successors in interests, assigns, subcontractors, and sub-lessees shall not discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, national origin, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity or expression.

7.20 GRATUITIES AND KICKBACKS:

7.20.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

7.20.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.

7.20.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

7.21 PUBLIC RECORDS:

CONSULTANT shall keep such records and accounts and require any and all **CONSULTANTS** and subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to the project and any expenses for which **CONSULTANT** expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by City and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

Incomplete or incorrect entries in such books and records will be grounds for City's disallowance of any fees or expenses based upon such entries.

City is a public agency subject to Chapter 119, Florida Statutes. To the extent **CONSULTANT** is a **CONSULTANT** acting on behalf of the City pursuant to Section 119.0701, Florida Statutes, **CONSULTANT** shall comply with all public records laws in accordance with Chapter 119, Florida Statute. In accordance with state law, **CONSULTANT** agrees to:

- a) Keep and maintain all records that ordinarily and necessarily would be required by the City in order to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Florida Statute, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **CONSULTANT** does not transfer the records to the City.
- d) Upon completion of the services within this Agreement, at no cost, either transfer to the City all public records in possession of the **CONSULTANT** or keep and maintain public records required by the City to perform the services. If the **CONSULTANT** transfers all public records to the City upon completion of the services, the **CONSULTANT** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the **CONSULTANT** keeps and maintains public records upon completion of the services, the **CONSULTANT** shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLA. STAT., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If **CONSULTANT** does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. **CITY OF COCONUT CREEK**, through its City Manager or designee and Kimley-Horn and Associates, Inc. (Name of party with whom Agreement is made), signing by and through its Senior Associate, Gary R. Ratay (President, Owner, CEO, etc.) duly authorized to execute same.

CITY OF COCONUT CREEK

ATTEST:

Mary C. Blasi, City Manager

Date

Leslie Wallace May
City Clerk

Date

Approved as to form and legal sufficiency:

Terrill C. Pyburn, City Attorney

Date

CONSULTANT

ATTEST:

Company Name

(Corporate Secretary)

Signature of President/Owner

Date

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

EXHIBIT "A"



October 18, 2017

Linda Jeethan
Purchasing and Contracts Manager
City of Coconut Creek
4800 West Copans Road
Coconut Creek, FL 33063

**Re: Proposal for the Comprehensive Street Improvements Design Phase II
RFQ No. 06-21-17-11
Coconut Creek, FL**

Dear Mrs. Jeethan:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "KHA"), in connection with the City of Coconut Creek's "Comprehensive Street Improvements Design Phase II; RFQ No. 06-21-17-11" is pleased to submit this proposal to the City of Coconut Creek, (hereinafter referred to as "Client" or "City") to provide professional services associated with developing contract documents for the Comprehensive Street Improvements Design Phase II project.

Project Understanding

The City of Coconut Creek is proposing roadway improvements on approximately 7.3 centerline miles of local City roadways, exhibit "A" highlights the roads that are to receive the improvements. The improvements consist of milling and resurfacing, roadway reconstruction, manhole cover and utility valve adjustments, roadway striping and signage, sidewalk and curbing improvements to meet ADA requirements, swale regrading, trimming of tree roots and installation of root barriers, landscape improvements, and decorative stamped asphalt crosswalk and intersections.

Project Assumptions

- This scope of services does not include the development of technical specifications in CSI format. Technical specifications will be reflected on the construction plans as notes and details according to jurisdictional agency requirements. Contract or "Front End" document to be provided by the City.
- This scope of services does not include drainage design or drainage calculations.
- Maintenance of Traffic (MOT) and dewatering, if required, will be provided by the Contractor or others.

Scope of Services

Kimley-Horn will provide the services specifically set forth below.

TASK 1 - TERRESTRIAL SURVEY

As part of this task, Kimley-Horn's sub-consultant (Avirom and Associates) will provide the following:

Route of line survey – Terrestrial Scan

- Establish horizontal and vertical control points on approximate 500' intervals.
- Recover sufficient right-of-way control to graphically depict full right-of-way of streets. There is no provision for individual boundary surveys or rectifying any major boundary issues within the neighborhood.
- Establish NAVD 88 benchmarks on site, tied to the governmental benchmark network.
- Obtain cross sections on 50' intervals at centerline, edge of pavement, top of curb, front and back of walk. Obtain high and low point cross sections.
- Locate above ground improvements including pavement, sidewalks, driveways, striping and above ground evidence of utilities. Obtain rim elevations and inverts of sewer and drainage structures. Identify approximate pipe size and storm baffle locations in drainage structures. Utility locations will include fire hydrants, water valves, cleanouts, meter boxes, vaults, electrical outlets and main irrigation valves. Individual sprinkler heads not included.

TASK 2 - FIELD REVIEW

As part of this task, Kimley-Horn will conduct an on-site inspection to verify the information on the survey prepared in Task 1. As part of the inspection, Kimley-Horn will perform visual pavement evaluations based on ASTM D6433-16 methods to define distress types and ratings as a means to support the proposed Milling and Resurfacing of the flexible asphalt concrete surface throughout the project limits. Kimley-Horn will note apparent load-base distress types that may be indicative of pavement overload and warrant more substantial methods of pavement rehabilitation.

Kimley-Horn will be limited to a functional visual assessment and not perform the following; nondestructive falling weight deflectometer testing, ground penetrating radar, and subsurface geotechnical exploration (pavement cores, subgrade LBR testing, etc.). The inspection will include photo-documentation of the project area and an associated memo that will generally describe the proposed roadway improvements based on existing condition.

TASK 3 - PRELIMINARY PLANS

Kimley-Horn will perform engineering and design services for the preparation of preliminary plans and specifications as notes on the plans. These preliminary plans will include paving and grading, signing and marking, hardscape and landscape plans. Irrigation, electrical, conduit, lighting, and dry utility designs or relocations are not included in this scope of services.

Construction plans will be prepared to a level suitable to submit with permit applications for agency review. During this task, Kimley-Horn will perform the following:

- Attend a kick-off meeting with the City
- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within the project area.
- Attend coordination meetings with regulatory agencies having jurisdiction over the project to discuss permitting requirements.
- Identify City and County design related ordinances.
- Prepare preliminary plans consisting of the following:

Engineering Plan for proposed improvement areas will delineate the milling and resurfacing limits of the project. The plan will also include project demolition and erosion and sediment control plans, notes, and details.

Paving and Grading Plans will show existing drainage and will provide positive grading for the milled and resurfaced area. The plans will also account for ADA requirements in the area of the intersections and will include curb ramp details. It is our understanding that the City would like to improve swale grading at various locations as part of this project. These plan sheets will include a typical swale grading detail and indicate where grading is required within the project limits. This scope does not include any hydraulic modeling or modifications to the existing drainage system. Drainage improvements will be limited to swale regrading and roadway grading as discussed above.

Signing and Marking Plans to show proposed signage and striping for the project area. The plans will also provide signing and marking details.

Landscape and Hardscape Plans to show proposed landscape and hardscape improvements for the project area. The plans will also provide landscape and hardscape details.

- Provide an Opinion of Probable Construction Costs based on the proposed improvements.
- Submit the preliminary plans to the City for review and meet with the City to discuss. After review, address reasonable review comments as part of the final construction drawings.

TASK 4 - BROWARD COUNTY COORDINATION

Kimley-Horn will prepare submittal package with supporting documentation to the following jurisdictional regulatory agency:

1. **Broward County Traffic Engineering Division**
 - a. Signing and marking

Kimley-Horn will address one (1) rounds of reasonable comments from the regulatory agency submittal but will not resubmit.

No other agency coordination is included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. The City shall provide all permit fees.

TASK 5 - FINAL PLAN PREPARATION

Once the City has approved the preliminary plans, these will be used as the basis for preparing the final construction drawings. The referenced specifications for this project will be FDOT standard specifications dated 2015 as amended by technical special provisions. Contract or "Front End" documents will be provided by the City.

During this task, the Consultant will perform the following:

- Revise the drawings listed in task 3 per the City and Broward County comments.
- Tabulate anticipated construction items, quantities and pay item notes.
- Prepare technical special provisions required for inclusion into the contract documents.
- Estimate construction time for contract purposes.
- Update the engineer's opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.
- Provide the City with a project description, and special technical provisions to be included in the City's front end documents.

TASK 6 - BIDDING ASSISTANCE (OPTIONAL)

It is our understanding that the City will use a competitive bidding process to hire a contractor to construct the improvements. The Consultant shall consult with and advise the City and act as its representative for the proposed improvements during the bidding process. This task is limited to attendance at a pre-bid meeting and issuance of addenda in response to contractor questions. Once bids are received, the Consultant shall review the bids and prepare a bid tabulation sheet for use in making the recommended award.

TASK 7 - LIMITED CONSTRUCTION PHASE SERVICES (OPTIONAL)

Kimley-Horn can provide the following construction phase services:

- Project meetings
- Onsite observations (RPR)
- Shop drawing review
- Request for Information (RFI's)
- Contract clarification
- Project close-out

The additional services associated with this task will be provided on an as needed, hourly basis, as directed by the Client.

TASK 8 - ADDITIONAL SERVICES (OPTIONAL)

The consultant will provide, as requested and authorized by the City, services that may be required in addition to those described in Tasks 1 through 7. These services may include but are not limited to such items as the following:

- Irrigation design
- Street lighting design/FPL coordination
- Additional meetings associated with Public Involvement or City Council input.
- Drainage Improvements and Drainage Permitting
- Traffic Studies or traffic engineering services

SCHEDULE

The Consultant will provide services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

The consultant will accomplish the services outlined in Tasks 1 and 5 for the Lump Sum Fee of **\$149,720** as outlined below. Task 6 and 7 (optional) if requested by the City will be provided on an hourly basis with a not to exceed budget of \$10,000. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

TASK	DESCRIPTION	LABOR FEE
1	Survey	\$74,000
2	Field Review	\$17,715
3	Preliminary Plans	\$32,620
4	Permitting	\$2,345
5	Final Plan Preparation	\$23,040
LUMP SUM FEE		\$149,720

OPTIONAL HOURLY TASKS (NOT TO EXCEED)

6	Bidding Assistance	\$5,000
7	Limited Construction Phase Services	\$5,000
HOURLY FEE		\$10,000

If authorized by the City, additional service will be billed hourly as needed.

CLOSURE

The terms and conditions of the City of Coconut Creek’s “Comprehensive Street Improvements Design Phase II; RFQ No. 06-21-17-11” shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (954) 535-5100.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Stefano F. Viola, P.E.
Project Manager



Gary R. Ratay, P.E.
Senior Associate

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MAN POWER ESTIMATE

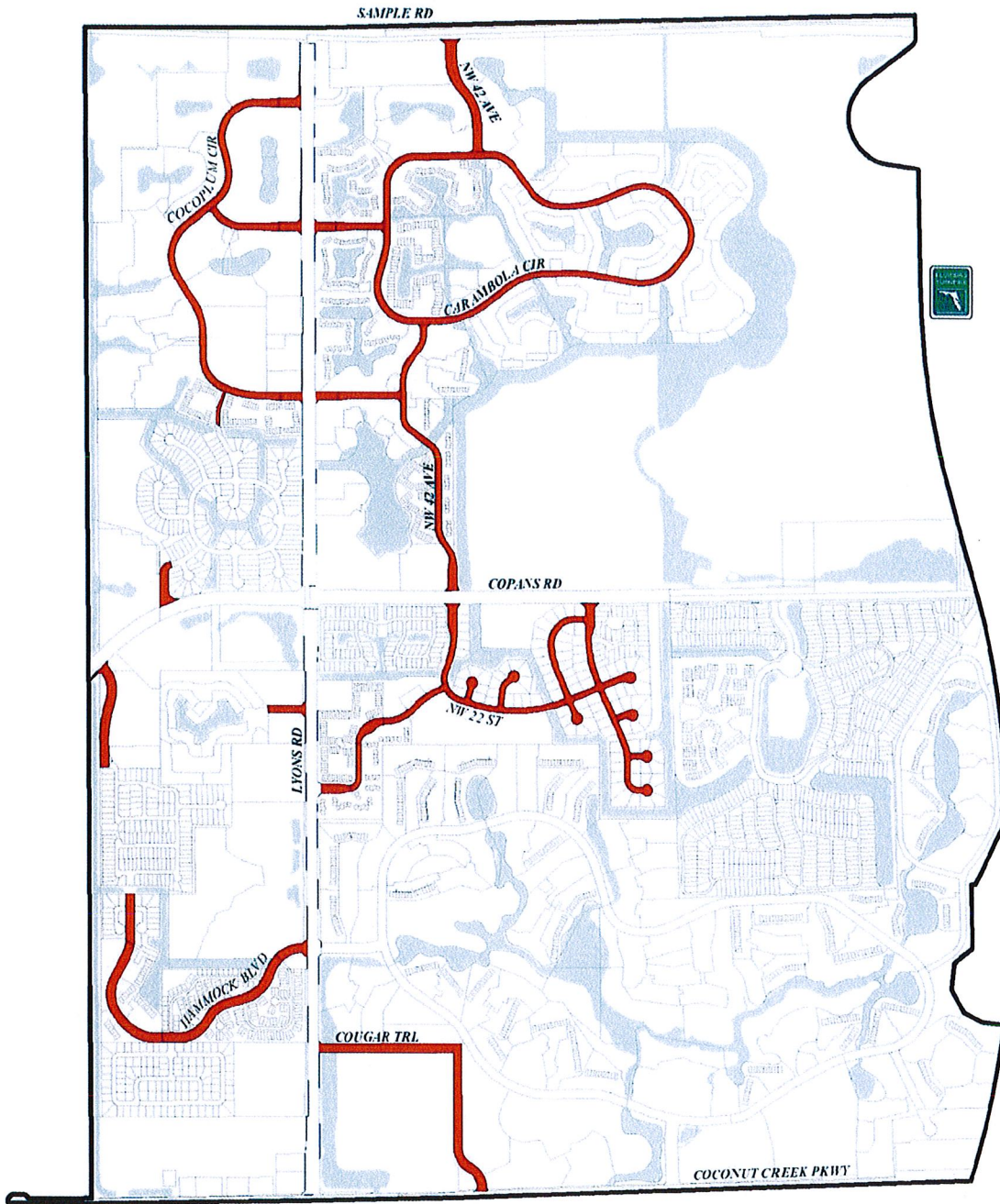
PROJECT:	Comprehensive Street Improvements Design Phase II - RFQ No. 06-21-17-11							SHEET:		
CLIENT:	City of Coconut Creek				FILE NO:					
ESTIMATOR:	Stefano Viola				DATE:			10/18/2017		
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)									
	Principal	Project Manager	Landscape Architect	Senior Engineer	Engineer	Landscape Designer	Drafter	Staff Assistant	Expenses	Totals
Task 1 - Terrestrial Survey										
Terrestrial Survey									\$74,000	\$74,000.00
Task 2 - Field Review										
On-site visual inspections/Truth survey		20		40	40					\$13,200.00
Photo-documentation		2			16			1		\$2,205.00
Recommendation memo	1	2		12				2		\$2,310.00
Task 3 - Preliminary Plans										
Kick-off meeting		3			3					\$795.00
Existing utility coordination					4			2		\$590.00
Preliminary permitting coordination		4		6						\$1,440.00
Preliminary plan preparation	4	30	20	20	60	40	60	2		\$26,430.00
Preliminary Opinion of Probable Cost	1	2	2	8		4		1		\$2,305.00
Plan review meeting		4			4					\$1,060.00
Task 4 - Broward County Coordination										
Broward County Traffic Engineering Division		6			12			1		\$2,345.00
Task 5 - Final Plan Preparation										
Revise drawings	2	18	12	20	30	18	40			\$15,930.00
Update Opinion of Probable Cost	1	2	2	2	6	4		1		\$2,155.00
Bid form preparation		2	1	2		2		1		\$955.00
Technical Provisions preparation	1	4		6				1		\$1,705.00
Front End Document assistance	1	4	1	8		2		1		\$2,295.00
Task 6 - Bidding Assistance (Optional)										
Limited Bidding Assistance Services									\$5,000	\$5,000.00
Task 7 - Limited Construction Phase Services (Optional)										
Limited Construction Phase Services									\$5,000	\$5,000.00
TOTAL HOURS	11	103	38	124	175	70	100	13	\$84,000.00	
LABOR RATE (\$/HOUR)	200.00	150.00	130.00	140.00	115.00	90.00	85.00	65.00	1.0	
SUBTOTAL	\$2,200.00	\$15,450.00	\$4,940.00	\$17,360.00	\$20,125.00	\$6,300.00	\$8,500.00	\$845.00	\$84,000.00	
PAGE TOTAL	\$159,720.00									\$159,720.00

MAN POWER ESTIMATE

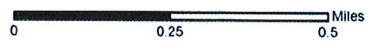
PROJECT: Comprehensive Street Improvements Design Phase II - RFQ No. 06-21-17-11							
CLIENT: City of Coconut Creek				FILE NO:			
ESTIMATOR: Aviom and Associates				DATE: 10/18/2017			
DESCRIPTION:	DIRECT LABOR (MAN-HOURS)						
	Land Surveyor	Survey Crew (2-Persons)	Survey Crew (3-Persons)	Drafter	Staff Assistant	Expenses	Totals
Task 1 - Survey							
Topographic survey	38	350	0	294	2		\$74,000.00
TOTAL HOURS	38	350	0	294	2	\$0.00	684
LABOR RATE (\$/HOUR)	135.00	125.00	150.00	85.00	65.00	1.0	
SUBTOTAL	\$5,130.00	\$43,750.00	\$0.00	\$24,990.00	\$130.00	\$0.00	\$74,000
PAGE TOTAL	\$74,000.00						\$74,000

Exhibit "A"

CITY MAINTAINED ROADS (PHASE #2)



LOCATION MAP



Map Scale = 1:18,000 (1" = 1,500')



Coconut Creek G.I.S.
I.T. Department