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**WORK AUTHORIZATION PURSUANT TO THE AGREEMENT FOR  
PROFESSIONAL SERVICES BETWEEN  
THE CITY OF POMPANO BEACH  
AND KIMLEY-HORN AND ASSOCIATES, INC.**

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**DATE:** \_\_\_\_\_, 2017

**WORK AUTHORIZATION NO.** \_\_\_\_

**CITY PROJECT NO.** \_\_\_\_

**TITLE:** Pompano Beach/Pompano Beach Community Redevelopment Agency - East Area Transit-Oriented Corridor (ETOC) Land Use Plan Amendment (LUPA) - Traffic Engineering Services

This work authorization is pursuant to the Agreement for Professional Services between the City of Pompano Beach (CITY) and Kimley-Horn and Associates, Inc. (CONSULTANT), approved by City Ordinance #2017-\_\_\_\_, passed and adopted on \_\_\_\_\_, 2017.

**PROJECT**

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CITY, and to establish the contractual conditions between CONSULTANT and CITY with respect to the proposed services. The services include providing professional traffic engineering services associated with the East Area Transit-Oriented Corridor (ETOC) Land Use Plan Amendment (LUPA) within the City of Pompano Beach, Broward County, Florida:

The CITY and the Pompano Beach Community Redevelopment Agency (CRA) transmitted a LUPA for the ETOC to Broward County. As part of the transmittal, the CRA committed to address several transportation issues in and around the boundaries of the ETOC. These issues consist of (a) transportation system management (TSM) improvements along Atlantic Boulevard and (b) neighborhood protection/enhancement improvements.

**SCOPE OF SERVICES**

**Task 1: Transportation Systems Management (TSM) Improvements**

*a. Atlantic Boulevard Travel Time/Delay Study*

Travel time/delay data will be collected along Atlantic Boulevard from Cypress Road to North Ocean Boulevard/SR A1A during the typical weekday morning peak period (7 a.m. to 9 a.m.), mid-day period (11 a.m. to 1 p.m.), and afternoon

peak period (4 p.m. to 6 p.m.) to identify the segment where the most significant delay (relative to the corridor) occurs. Six (6) travel time runs in each direction will be performed for each time for a total of 18 bi-directional travel time runs.

*b. Weekday Peak Period Operational Analysis*

A corridor traffic operational analysis will be conducted for the Atlantic Boulevard corridor segment identified in the travel time/delay study. The analysis will consist of a maximum of five (5) intersections (signalized or unsignalized). Intersection turning movement counts will be conducted during the typical weekday morning peak period (7 a.m. to 9 a.m.) and afternoon peak period (4 p.m. to 6 p.m.). Intersection/corridor analyses will be performed using Trafficware's *Synchro* software, which is based upon Highway Capacity Manual (HCM) methodologies, for existing conditions and future conditions. Future traffic volumes will be estimated using the long-range transportation analysis performed as part of the transmitted land use plan amendment.

*c. Recommendations*

Possible TSM improvements will be listed as part of the operational analysis for the subject segment of Atlantic Boulevard. TSM improvements may include signal timing optimization, adaptive signal control system, and turn lane improvements. Overall corridor widening will not be considered as part of the potential TSM improvements. Note that cost estimates are not included in this scope of services.

*d. Documentation*

The results of this task will be documented in a report. The report will include graphics, tabulations, and text to describe the services provided. A maximum of ten (10) bound copies of the draft report will be provided along with an electronic (PDF) copy. CONSULTANT will revise the report in response to comments provided by City Development Services/CRA staff. A maximum of ten (10) bound copies of the final report will be provided along with an electronic (PDF) copy.

The Lump Sum fee for this Task shall be... ..\$14,500.00

**Task 2: Initial Neighborhood Protection/Enhancements**

*a. Previous Plans/Studies Review*

The CONSULTANT will review the following relevant references, plans, and studies as part of preparation of the initial neighborhood protection/enhancement assessment. The purpose of this review is to identify pertinent information to determine parameters of the assessment and to identify

areas of required consistency with other adopted documents. The following documents will be reviewed and summarized:

- ETOC Master Plan/Vision – Cross Sections
- City Transportation Corridor Studies Transformation Plan
- Pompano Beach Complete Streets Design Manual
- Amendment to the East CRA Plan – Existing Conditions
- ETOC land use plan amendment application/propose zoning regulations

*b. Initial Assessment*

The CONSULTANT will perform a preliminary neighborhood protection/enhancement assessment in two (2) areas:

- East of US 1/SR 5/Federal Highway consisting of the Harbor Village and Cypress Point/Santa Barbara Estates neighborhoods generally bounded by US 1 (west), the Intracoastal Waterway (east), Lake Santa Barbara (south) and Canal Capri/NE 10th Street (north)
- West of US 1/SR 5/Federal Highway consisting of the Old Pompano and Snug Harbor neighborhoods bounded by US 1 (east), NE 4th Avenue/North Dixie Highway (west), G16/Pompano Canal (south) and NE 10th Street (north)

The neighborhood protection assessment will examine traffic calming opportunities within each area, while the neighborhood enhancement assessment will examine improvements to bicycle/pedestrian connectivity in each area. The assessment limits of each neighborhood are defined by the *City of Pompano Beach Neighborhoods Map* prepared by the City of Pompano Beach Development Services Division dated June 25, 2012.

The preliminary neighborhood protection/traffic calming assessment will consist of the following:

- Identification of connector streets accessing each overall neighborhood
- Identification of access streets typically serving individual residences
- Peak period neighborhood field review conducted on a typical weekday from 7-9 a.m. and 4-6 p.m.

The preliminary neighborhood enhancement assessment will consist of the following:

- Identification of existing bicycle/pedestrian facilities within each neighborhood.
- Identification of primary bicycle/pedestrian routes (existing and future) to/from each neighborhood to the ETOC area.

*c. Preliminary Recommendations*

Based upon the initial assessment, preliminary traffic calming recommendations will be developed for each neighborhood identifying the following:

- Candidate streets for speed reducing traffic calming measures
- Candidate streets for volume reducing traffic calming measures
- Candidate intersections for traffic calming treatments

Neighborhood enhancement improvements will be developed for each neighborhood identifying candidate sidewalk improvements including appropriate crosswalks/crosswalk treatment and candidate bicycle facility improvements to improve connectivity to/from each neighborhood and the ETOC. Note that development of the detailed traffic calming plan or cost estimates for the design and construction of a plan is not included in this scope of services. Detailed traffic calming plans can be prepared as an additional service and will require additional data collection, analysis, and conceptual design.

*d. Documentation*

The results of this task will be documented in a report. The report will include graphics, tabulations, and text to describe the services provided. A maximum of ten (10) bound copies of the draft report will be provided along with an electronic (PDF) copy. CONSULTANT will revise the report in response to comments provided by City Development Services/CRA staff. A maximum of ten (10) bound copies of the final report will be provided along with an electronic (PDF) copy.

The Lump Sum fee for this Task shall be... ..\$31,100.00

### **Task 3: Future Development Traffic Study Requirements**

The CONSULTANT will develop traffic study requirements for future developments within the CITY/ETOC. The requirements will consist of the following:

- Minimum initial submittal requirements
- Traffic study requirement thresholds
- Required analyses parameters:
  - Trip generation
  - Trip Distribution/Assignment
  - Data collection
  - Study area/periods
  - Site access/circulation analysis
- Capacity analyses
- Mitigation strategies

- Cost recovery strategies/policies

The CONSULTANT will obtain, compile, and summarize current study requirements from up to five (5) municipalities within South Florida to provide a basis for the proposed requirements. The results of this task will be included in a technical memorandum for review and comment from City Development Services/CRA staff. The memorandum will be revised one (1) time to address comments from City Development Services/CRA staff.

The Lump Sum fee for this Task shall be... ..\$4,500.00

#### **Task 4 –Workshops/Meetings**

The following meetings are included in this scope of services:

*a. Community/Stakeholder Workshop*

The CONSULTANT will prepare for, attend, and present at one (1) community/stakeholder workshop planned as part of the ETOC timeline previously provided by CRA staff. This scope of services assumes that the City Development Services/CRA staff will coordinate the location of the workshops and perform any necessary public noticing. The CONSULTANT will prepare a PowerPoint presentation and display boards for the workshop. A maximum of five (5) CONSULTANT staff will attend and facilitate the workshop.

*b. Board Meetings*

The CONSULTANT will prepare for, attend, and present the results of Task 1 through 3 at a maximum of three (3) board/commission meetings in total. A PowerPoint presentation will be prepared for these meetings if necessary.

*c. Meetings*

The CONSULTANT will meet a maximum of ten (10) times throughout the course of the scope of services at the direction of the Client. These meetings may include, but not be limited to, meetings with staff, meetings with other CRA/City consultants, and one-on-one meetings with City commissioners and/or Board members.

The Lump Sum fee for this Task shall be... ..\$34,800.00

#### **Task 5 – Miscellaneous Traffic Engineering Services**

The CONSULTANT will perform traffic engineering services at the direction of the CITY. Services may include, but are not limited to, additional data collection/analysis, additional initial neighborhood protection/enhancement plan development, additional future

development traffic study requirement research, and attendance at additional workshops or meetings. The CONSULTANT will not exceed the fee associated with this task without written authorization from the CITY.

The Not to Exceed fee for this Task shall be.....\$5,100.00

### **SCHEDULE**

Subsequent to the execution of this Agreement, the CONSULTANT shall commence work on the project. A schedule will be provided that is mutually agreed to by both parties.

### **CITY'S RESPONSIBILITY**

The CITY shall assist the CONSULTANT with the following items in order to expedite the completion of the project in an effective manner.

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.
- B. Provide access to and obtain permission for Consultant to enter upon public lands at no additional cost, to perform observations, or other necessary services under this Agreement.
- C. Assist in obtaining required approvals, permits, or consents from governmental or regulatory bodies or others necessary for the completion of the work, with Consultant being primarily responsible for preparation of permit applications and supporting documentation.
- D. Make available to the CONSULTANT all of its existing information which may in any way be pertinent to the project.
- E. Attend meetings with regulatory agencies.
- F. Review contract documents and provide comments in a timely manner.

### **ADDITIONAL SERVICES**

The CONSULTANT shall not perform any additional services without the written consent of the CITY. Services performed beyond the Scope of Services described above shall be considered additional services and will be presented to the CITY as an Addendum to this Agreement prior to initiating the work. Additional services shall be invoiced on a time and material basis in accordance with the current Professional Service Fee Schedule or on a lump sum basis if a scope of service can be defined.

**COMPENSATION**

<b>Table 1: Lump Sum Compensation Summary</b>	
<b>Task Name</b>	<b>Fee</b>
Task 1: Transportation Systems Management (TSM) Improvements	\$14,500
Task 2: Initial Neighborhood Protection/Enhancements	\$31,100
Task 3: Future Development Traffic Study Requirements	\$4,500
Task 4: Workshops/Meetings	\$34,800
<b><i>Lump Sum Total</i></b>	<b><i>\$84,900</i></b>

<b>Table 2: Not to Exceed Compensation Summary <sup>(1)</sup></b>	
<b>Task Name</b>	<b>Fee</b>
Task 5: Miscellaneous Traffic Engineering Services	\$5,100
<b><i>Not to Exceed Total</i></b>	<b><i>\$5,100</i></b>

(1) Services billed in accordance to Exhibit B of the Agreement for Professional Services approved by City Ordinance #2017-\_\_, passed and adopted on \_\_\_\_\_, 2017.

<b>Table 3: Total Compensation Summary</b>	
<b>Task Name</b>	<b>Fee</b>
Lump Sum Total	\$84,900
Not to Exceed Total	\$5,100
<b><i>Total</i></b>	<b><i>\$90,000</i></b>

"CITY":

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

\_\_\_\_\_  
ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager and **ASCELETA HAMMOND**, as City Clerk, of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
Commission Number



CONSULTANT:

Witnesses:

[Signature]  
Joseph C. [Signature]

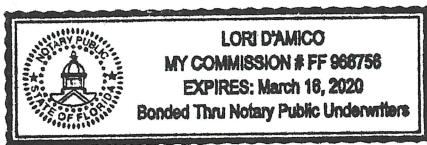
KIMLEY-HORN AND ASSOCIATES, INC.

By: [Signature]  
Mudassar Alam, P.E.  
600 North Pine Island Road, Suite 450  
Plantation, FL 33324

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11 day of January, 2017 by MUDASSAR ALAM, Vice President of Kimley-Horn and Associates, Inc., a Florida corporation, on behalf of the corporation and who are personally known to me.

NOTARY'S SEAL:



Lori D'Amico  
NOTARY PUBLIC, STATE OF FLORIDA  
(Signature of Notary taking Acknowledgement)

Lori D'Amico  
(Name of Acknowledger Typed, Printed or Stamped)

FF 966756  
Commission Number

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/04/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022 877 908-5619		<b>CONTACT NAME:</b> Jerry Noyola <b>PHONE (A/C, No, Ext):</b> 770-552-4225 <b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com <b>FAX (A/C, No):</b> 866-550-4082															
<b>INSURED</b> Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh, NC 27636		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td>19445</td> </tr> <tr> <td>INSURER B : Commerce &amp; Industry Ins. Co.</td> <td>19410</td> </tr> <tr> <td>INSURER C : New Hampshire Ins. Co.</td> <td>23841</td> </tr> <tr> <td>INSURER D : Lloyds of London</td> <td>085202</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Commerce & Industry Ins. Co.	19410	INSURER C : New Hampshire Ins. Co.	23841	INSURER D : Lloyds of London	085202	INSURER E :		INSURER F :	
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## COVERAGES

CERTIFICATE NUMBER: 16-17

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:		5268169	04/01/2016	04/01/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		4489663	04/01/2016	04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		BE013778306	04/01/2016	04/01/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	15893685 (AOS)	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000
A			15893686 (CA)	04/01/2016	04/01/2017	E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab		P070831600	04/01/2016	04/01/2017	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RLI L-41-16; Contract for Professional Services; Marwan Mufleh. The City of Pompano Beach & Pompano Beach Community Redevelopment Agency are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach Risk Manager 100 West Atlantic Boulevard Room 276 Pompano Beach, FL 33060	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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