The services rendered pursuant to this Work Authorization No. WA13 are in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Baxter & Woodman, Inc. originally dated November 2, 2015 and approved by City Ordinance No. 2016-16, with the Agreement dated December 20, 2016 and approved by City Ordinance No. 2017-11.

## Work Authorization No. 13 – US1 Transit Hub

## A. Background

The City of Pompano Beach (CITY) would like to covert several properties owned by the Community Redevelopment Agency Pompano Beach (CRA) into a transit hub to relieve parking congestion for businesses and properties located along the beach. The CITY has received a grant from US Federal Department of Transportation that will assist in funding for design; a portion of construction; and operations for up to a three year period. The City has requested that Baxter & Woodman, Inc. (CONSULTANT) provide engineering design, and surveying services for the improvements.

Redevelopment Management Associates (RMA) will act as overall project manager on behalf of the CITY, coordinating efforts between the CRA, CITY, and CONSULTANT.

Refer to *Figure 1* (attached) that shows the five (5) CRA properties that are included in the project area. All five parcels owned by the CRA will be surveyed, while parking lot improvements will be designed for all but the 119 S. Federal Highway parcel. Building demolition (by others) is proposed on SE 20<sup>th</sup> Ave (no address available), 100 SE 20<sup>th</sup> Ave, 103 S. Federal Highway and 111 S. Federal Highway.

## **B.** Scope of Services

The CONSULTANT will provide professional engineering services to the CITY for the site design of a transit hub. The Engineering Services of CONSULTANT shall include the following tasks:

- Task 1 Design Meetings
- Task 2 Data Collection
- Task 3 Site Plan
- Task 4 Design Services
- Task 5 Permitting

The specific scope of services to be provided by CONSULTANT in this Work Authorization includes the following:

### Task 1 - Design Meetings

#### Subtask 1.1 Design Workshop Meetings

CONSULTANT shall attend one (1) kick-off meeting and two (2) design workshop meetings with the CITY, the CRA, and provide a written summary of the issues discussed.

#### Task 2 - Data Collection

#### Subtask 2.1 Boundary & Topographical Survey

CONSULTANT shall furnish the services of a professional surveyor to provide survey services consisting of field topography and boundary identification. This survey control will be referenced using the 1983 NAVD/2007 NSR datum for horizontal control and vertical datum in (NAVD 88) for vertical control. All existing facilities and above ground utilities within the five CRA-owned parcels as shown in *Figure 1* will be surveyed for the project, along with topography along the immediately adjacent streets (SE 20<sup>th</sup> Ave, SE 2<sup>nd</sup> St and S. Federal Highway). The information will include the following:

- 1. Topography survey only at 50-foot intervals for adjacent roadways and 25-foot grid within the 5 parcels and at major ground elevation changes to depict existing ground profile at proposed project area. Pertinent data shall include the following:
  - a. Location of all visible fixed improvements within the project parcel limits, including physical objects, roadway pavement, driveways, sidewalks, curb, trees, signs, fences, power poles, street lights, buildings, and other encumbrances.
  - b. Location of all known above and below ground existing utilities: FP&L, AT&T, Cable TV, Natural Gas, Potable Water (pipe diameter, TOP, valves, fire hydrants, and meters), Force Mains (pipe diameter, TOP, and valves), Sanitary Sewer (pipe diameter, manhole inverts and direction, rim elevations, laterals, and clean-outs), Storm Sewers (pipe diameter, manhole inverts and direction, catch basins, and rim/grate elevations), and all other accessible structures. Subsurface Utility locates (SUE) is **not** included in this proposal.

This will include coordination with Sunshine and City of Pompano Beach.

- c. Identify platted rights-of-way (including bearing and distances for centerline), lot numbers, address, ownership lines (per property tax information provided by City), block numbers and dedicated easements. CRA to provide the information on the boundary of the 5 parcels owned by the CRA. This information will be utilized to prepare the Boundary Survey.
- d. Provide and reference benchmarks at **maximum 600-foot intervals**. Elevations to be referenced to an existing established City or County Benchmark.
- e. ALTA Plat of Survey, provision of and recordation of easements, and Title Search work is not included in this proposal.
- f. Unity of Title work is not included in this proposal.
- 2. CONSULTANT shall "ground truth" the survey by walking the site and comparing the completed survey with existing conditions.
- 3. The above topographical survey data will be prepared in AutoCAD (Version 2018) format at a scale of 1"=20'.

8/31/2020 2 Baxter & Woodman, Inc.

#### Task 3 - Site Plan

#### Subtask 3.1 Development Application – Minor Site Plan (City of Pompano Beach)

CONSULTANT shall prepare and submit "Development Application – Minor Site Plan" to City of Pompano Beach Department of Development Services. This development application will include a site plan of the proposed parking lot improvements. CONSULTANT shall respond to comments received from the Development Review Committee, address comments and resubmit. The schedule assumes receipt and response to a maximum of one set of comments.

Specific design elements to be provided for the project include site layout of a parking lot on the CRA-owned parcels (less 119 S. Federal Hwy to remain "as-is"); stormwater and driveway turnout design; coordination with CITY for provision of security cameras and gates, public wi-fi (to be maintained); perimeter fencing; parking lot lighting and EV charging stations; traffic signing and marking; landscaping; irrigation; permitting; and arborist's services. Demolition of site facilities will be indicated on the site plan and design plans. Demolition of the buildings are not included herein. The site plan design elements and proposed layout will be discussed and coordinated with the CITY and CRA, and the approved site plan will represent a preliminary (50%) design submittal for the project.

#### Task 4 - Design Services

#### Subtask 4.1 Utility Coordination

Coordination with utility agencies (electric, phone, gas, cable TV, and fiber optics, etc.) shall be performed to collect record information.

#### Subtask 4.2.a&b Design Drawings

Contract drawings shall include: cover sheet, general notes, plan drawings, and miscellaneous detail sheets. CONSULTANT shall prepare the engineering design elements on topographic survey information in an AutoCAD release 2018 format and the layering system for design elements shall be CONSULTANT's standard. Drawings shall be submitted for CITY review at 75% and 100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents. CONSULTANT shall furnish with the 100% design drawings, one (1) set of AutoCAD Version 2018 files in electronic format on CD.

#### Subtask 4.2.c Landscape & Irrigation Design & Arborist Services

CONSULTANT shall furnish the sub-consultant services of a registered landscape architect and certified arborist, Wayne Villavaso Landscape Architecture, Inc., to provide landscape and irrigation design services, including the preparation of design plans and details. Also included is work by the arborist to prepare a Tree Assessment and Evaluation for the existing trees on the CRA-owned parcels; a Tree Appraisal; preparation of a Tree Report; and inclusion of the Tree Table on the design plans. Note that the Tree Assessment and Evaluation is to be scheduled to be conducted prior to the CITY demolishing the buildings to ensure an accurate account of the existing trees and their condition for mitigation purposes.

#### Subtask 4.3 Technical Specifications

Specifications are to be prepared by CONSULTANT for in-house construction purposes. The Front-End Contract Document sections will not be required. Specifications shall be submitted for CITY review at 75% and

100% stages. CONSULTANT shall meet with the CITY to discuss comments, and incorporate comments into final documents.

#### Subtask 4.4 Construction Cost Opinion

An opinion of probable construction cost will be prepared for the 75% and 100% drawings and specifications. The cost estimate format will include line item material and quantities for the project. The cost opinion will be provided to the CITY during the 75% and 100% design reviews.

#### Subtask 4.5 Quality Assurance/Constructability Review

CONSULTANT shall provide internal Quality Assurance/Constructability reviews on the 75% and 100% Design Documents (e.g. drawings, specifications, and cost estimates).

#### Task 5 - Permitting

During the Design Phase the CONSULTANT shall contact the potential permitting and other interested agencies to determine the anticipated design permitting requirements. Agencies anticipated to have interest in the project include:

- Broward County Environmental Licensing & Building Permitting Division (Surface Water Management License Application).
- Florida Department of Transportation (Access/Driveway Permit for Federal Highway)

Permit applications shall be completed for each of the permitting agencies. Associated permit application fees shall be determined by CONSULTANT and paid by the CITY.

In addition to preparing the permit applications for appropriate agencies, CONSULTANT shall assist CITY by consultations with the appropriate authorities. Consultation services shall include the following:

- Attend up to one (1) pre-application meeting with the staff of each regulatory agency. Meeting may be virtual.
- Respond to request(s) for additional information from each regulatory agency.

#### Subtask 5.1 Surface Water Management License (Broward County)

CONSULTANT shall prepare and submit "Surface Water Management License Application" to Broward County Environmental Licensing & Building Permitting Division.

#### Subtask 5.2 Florida Department of Transportation Driveway Connection Permit

CONSULTANT shall prepare and submit a "Driveway Connection Permit" application to the FDOT for all driveway connections anticipated to be modified in conjunction with the proposed improvements.

## C. Assumptions

In addition to, the work items discussed above, the following assumptions were made in establishing the scope of this Work Authorization and associated fee. Changes and/ or modifications in the above work items or these assumptions are considered an Additional Services Item under the terms of the contract. Assumptions include:

- 1. CITY will provide CONSULTANT available record drawings of existing facilities and proposed facilities within the project area prior to the NTP date.
- CITY personnel will assist in field verification of affected existing CITY utilities. This includes painting the locations of water mains & services, sanitary sewers and laterals, force mains in the field for the surveyor in a timely manner.
- 3. The CRA owns all the properties within the project areas. Any additional easements (temporary for construction and/or permanent) required for improvements are the responsibility of the CITY.
- 4. A traffic study is not required.
- 5. Informational Signage anticipated for instructions for parking, payment, etc. will be designed and provided by the CITY.
- 6. Building demolition design and plans will be produced by RMA, CONSULTANT will indicate building removal "by others" on the site demolition plans and will schedule the arborist to perform the existing tree evaluation prior to start of demolition work.
- 7. Geotechnical borings and percolation testing to be obtained under contract by RMA and provided to CONSULTANT.
- 8. Title search information to be provided to CONSULTANT by RMA.
- Previous concept report to be provided to CONSULTANT by RMA.
- 10. Subsurface Utility Engineering (SUE) Locates will not be required.
- 11. This project will not be publically bid and no bidding services are included herein.
- 12. The CITY is responsible for all permitting fees.
- 13. The CITY will provide CONSULTANT an electronic version of latest CITY standard details in AUTOCAD Version 2018 format.
- 14. The design is to be based on the federal, state and local codes and standards in effect at the beginning of the project. Revisions required for compliance with any subsequent changes to those regulations is considered an Additional Services Item.
- 15. CONSULTANT assumes that there are no contaminated soils or groundwater in or around the project area
- 16. Construction Management and Inspection Services are not included in this Work Authorization. A proposal for this work effort may be provided as requested by the CITY.
- 17. Presentation at Public Meetings is not included in this Work Authorization. A proposal for this work effort may be provided as requested by the CITY. At the request of the CITY, CONSULTANT would prepare a Powerpoint presentation and assist with the presentation at one or all of the following public meetings:
  - East CRA Advisory Committee
  - Planning & Zoning Board
  - City Commission

#### D. Additional Services

If requested, CONSULTANT may provide additional engineering services that are not covered under this Work Authorization. These additional services may be required due to uncertainties discovered during survey, soils, investigations, field verification of existing facilities and conditions, and potential additional property or easement acquisitions.

Services performed under this task will be on as-directed basis in accordance with a written Notice-to-Proceed from the CITY. The Notice-to-Proceed issued shall contain the following information and requirements.

- A detailed description of the work to be undertaken.
- A budget establishing the amount of the fee to be paid in accordance with the Agreement.
- A time established for completion of the work.

## E. Obligations of the CITY

- The CITY shall provide the CONSULTANT in a timely manner, record data and information related to the sewer system, water distribution system, stormwater system and streets within the project as necessary for the performance of services specified herein. This includes painting the locations of the water mains and services, raw water mains, sanitary sewers and laterals, force mains, reuse mains and stormwater facilities in the field for the surveyor within five (5) calendar days of Notice-to-Proceed.
- 2. With assistance by CONSULTANT, as described herein, the CITY, as applicant shall obtain approvals and permits from all governmental authorities having jurisdiction over the project. The CITY is responsible for the payment of all permit application fees.

# F. Compensation

Compensation by the CITY to the CONSULTANT for all tasks will be on a Not-to-Exceed (time utilized) basis in accordance with the terms and conditions of the Agreement for Professional Services between the City of Pompano Beach and Baxter & Woodman, Inc. referenced above.. The estimated compensation for the services described in this Work Authorization is \$110,123.00 as shown in Table 1 below and further detailed in Attachment A.

TABLE 1: LABOR AND EXPENSE SUMMARY.

Engineering Services	Estimated Fees
Task 1 – Design Meetings	\$1,888.00
Task 2 – Boundary & Topo Survey	\$15,675.00
Task 3 – Site Plan	\$21,125.00
Task 4 – Design Services	\$64,100.00
Task 5 – Permitting	\$6,335.00
Reimbursables (NTE)	\$1,000.00
TOTAL PROJECT COST	\$110,123.00

# Attachment A City of Pompano Beach US1 Transit Hub

#### Baxter & Woodman, Inc. Engineering Fee Proposal (06/11/20)

		Labor Classification and Hourly Rates											
Гask No.	Task Description	Principal Engineer \$165.00	Senior Project Engineer II \$142.00	Senior Engineer I \$125.00	Senior Eng. Tech. \$105.00		Senior Insp/CM \$110.00	PS&M \$150.00	Survey Crew \$130.00	CAD Tech. \$95.00	Clerical \$65.00	Total Labor	Sub- Consultan Services
1	Design Meetings												
1.1	Design Workshop Meetings (est 3 meetings)	8	4		-							\$1,888	
- 1.1	Subtotal Task 1	8	4	0	0	0	0	0	0	0	0	\$1,888	\$0
2	Data Collection												
2.1	Boundary & Topographical Survey							28	70	25		\$15,675	
2.1	Subtotal Task 2	0	0	0	0	0	0	28	70	25 25	0	\$15,675	\$0
												7,	
3.1	Site Plan Minor Site Plan Submittal/50% Design	45	05	40		0.5				40		447.700	
3.1		15	25	40		25				40		\$17,700	
3.2	DRC comments response & meeting  Subtotal Task 3	8 23	5 <b>30</b>	40	0	8 33	0	0	0	5 <b>45</b>	0	\$3,425 <b>\$21,125</b>	\$0
	Subtotal Task 5	23	30	40	-	- 33	-	0	-	45	U	\$21,125	30
4	Design Services												
4.1	Utility Coordination		2			25				8		\$3,919	
4.2a	75% Design Drawings	5	35	50	45	50				80		\$30,120	
4.2b	100% Design Drawings	5	15	20	15					20		\$8.930	
4.2c	Landscaping, Irrigation & Arborist Services				1							\$0	\$12.300
4.3	Technical Specifications (75% & 100%)			9		11					6	\$2,780	\$12,000
4.4	Construction Cost Opinion (75% & 100%)		5	15	15							\$4,160	
4.5	Quality Assurance/Constructability Review						6					\$660	
	Subtotal Task 4	10	57	94	75	86	6	0	0	108	6	\$50,570	\$12,300
5	Permitting												
5.1	Broward County Surface Water Mgmt License		15			10					2	\$3,410	
5.2	FDOT Driveway Permit			15		8					2	\$2,925	
	Subtotal Task 5	0	15	15	0	18	0	0	0	0	4	\$6,335	\$0
	Labor Subtotal Hours	41	106	149	75	137	6	28	70	178	10		
	Labor Subtotal Costs	\$6,765	\$15,052	\$18,625	\$7,875	\$15,755	\$660	\$4,200	\$9,100	\$16,910	\$650	\$95,593	\$12,300
	Labor Total Costs - Tasks 1-5	\$95,593											
	Subconsultant Costs Total	\$12,300											
	Subconsultant Multiplier	1.1											
	Subconsultant Total	\$13,530											
	Reimbursable Expenses	\$1,000											-
	Total Tasks 1-5	\$110,123											
	Project Total - Tasks 1-5	\$110,123											

## G. Schedule

The completion dates for this work will be as follows (starting at time that CONSULTANT receives the hardcopy of the executed Contract).

Engineering Services	Time per Phase	Cumulative Time
Task 1 – Design Meetings	On-going	On-going
Task 2 – Boundary & Topographic Survey	4 weeks	4 weeks
Task 3 – Site Plan (1)(2)	30 weeks	34 weeks
Task 4 – Design (includes City review)	18 weeks	52 weeks
Task 5 – Permitting <sup>(1)</sup>	6 weeks	56 weeks

- (1) Estimated, based upon usual regulatory agency review period.
- (2) Assumes a single round of comments received and addressed at DRC

<u>"City":</u>		
Witnesses:		CITY OF POMPANO BEACH
	Bv:	
		REX HARDIN, MAYOR
	Bv:	
	<b>,</b> , .	GREGORY P. HARRISON, 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 ackn 2020, by <b>REX HARDIN</b> as Mayor, <b>GREG HAMMOND</b> as City Clerk of the City of Pom the municipal corporation, who are personally	pano Bea	before me this day of, IARRISON as City Manager, and ASCELETA ch, Florida, a municipal corporation, on behalf of me.
NOTARY'S SEAL:	NOT	ARY PUBLIC, STATE OF FLORIDA
	(Nam	e of Acknowledger Typed, Printed or Stamped)
	Comn	nission Number

8/31/2020

Witnesses:

**CONSULTANT**":

BAXTER & WOODMAN, INC.

Rebecca Travis, P.E., Exec. Vice President

477 S. Rosemary Avenue, Suite 330

West Palm Beach, FL 33401

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instruments were acknowledged before me this <u>\_31st</u> day of <u>August</u>, 2020, by **REBECCA TRAVIS** as Executive Vice President of Baxter & Woodman, Inc., an Illinois corporation, on behalf of the corporation, who is personally known to me.

Notary's Seal:

Notary Public State of Florida Courtney Marshall My Commission GG 960443 Expires 04/12/2024 Notary Public, State of Florida

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

Property Id: 484236013150

\*\*Please see map disclaimer



May 28, 2020

FIGURE 1



0.32 AC

100 SE 20 AVE

0.21 AC 0.18 AC 1.01 AC

111 S FEDERAL 119 S FEDERAL

103 S FEDERAL

Flight Date: Between Dec 15, 2019 and Jan 26, 2020 Broward County Property Appraiser



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2019

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER								CONTACT NAME:						
RSC Insurance Brokerage, Inc.								PHONE FAX (A/C, No, Ext): (A/C, No):						
650 Dundee Road								E-MAIL ADDRESS:						
Suite 170								INSURER(S) AFFORDING COVERAGE					NAIC#	
Northbrook IL 60062							IL 60062	INSURE	RA: Valley Fo	orge Ins Co			20508	
INSURED								INSURE	RB: Continer	ntal Insurance	Co			
Baxter & Woodman, Inc.								INSURE	RC: Continer	ntal Casualty C	ompany			
		477 S. Ro	osem	ary Avenue				INSURE	RD:					
		Suite 330	)					INSURE	RE:					
		West Pal	m Be	ach			FL 33401	INSURE						
СО	VER/	AGES		CER	TIFIC	ATE	NUMBER: CL191227447				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			ADDL	SUBR	POLICY NUMBER		· ·					
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	GEN	LAGGREGATE LIM	RO-								GENERAL AGGREGATE	0.00		
	$\vdash$	POLICY JE	СТ	LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000		
-	ALIT	OTHER:			-						COMBINED SINGLE LIMIT	\$ 1.00	0.000	
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ANY AUTO OWNED				SCHEDULED			6045070240		01/01/2020	01/01/2021		\$		
٦	AUTOS ONLY AUTOS NON-OWNED			Y		0043072340	5045872348		01/01/2021	BODILY INJURY (Per accident) PROPERTY DAMAGE	\$			
		AUTOS ONLY		AUTOS ONLY							(Per accident)	\$		
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	AND	EMPLOYERS' LIAB	ILITY	Y/N							➤ PER STATUTE OTH-	4.00	0.000	
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(Mandatory in NH)  If yes, describe under											E.L. DISEASE - EA EMPLOYEE	Ψ	0,000	
DESCRIPTION OF OPERATIONS below											E.L. DISEASE - POLICY LIMIT	\$ 1,00		
	Professional Liability						451150400044		0.1/0.1/0.000	04/04/0004	Per Claim		0,000	
С							AEH591900841		01/01/2020	01/01/2021	Aggregate	5,00	0,000	
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CEI	KIIFI	CATE HOLDER	<u> </u>					CANC	ELLATION					
SH:								SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE						
								THE	EXPIRATION D	ATE THEREOF	, NOTICE WILL BE DELIVER			
City of Pompano Beach								ACCORDANCE WITH THE POLICY PROVISIONS.						
PO Drawer 1300								AUTHORIZED DEDDESCRITATIVE						
								AUTHORIZED REPRESENTATIVE						
Pompano Beach FL 33061								mo	Churchin					