

**TASK ORDER NUMBER TWO
BETWEEN**

MARGATE COMMUNITY REDEVELOPMENT AGENCY

AND

KIMLEY-HORN AND ASSOCIATES, INC.

This ENGINEERING SERVICES Task Order is entered into this 28 day of August, 2024 by and between the MARGATE COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as "MCRA" and KIMLEY-HORN AND ASSOCIATES, INC. hereinafter referred to as "CONTRACTOR".

W I T N E S S E T H:

WHEREAS, the MCRA and the CONTRACTOR previously entered into an Agreement for General Engineering Services dated April 14, 2021 (the "Original Agreement"); and

WHEREAS, the MCRA and the CONTRACTOR are authorized to enter into Task Orders in order to provide for additional services to be provided by the CONTRACTOR for the MCRA, pursuant to the Original Agreement; and

WHEREAS, the MCRA and the CONTRACTOR desire to enter into this Task Order Number Two in order for the CONTRACTOR to provide additional services pursuant to the Original Agreement, except as modified herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the MCRA and the CONTRACTOR agree as follows:

1. The "WHEREAS" clauses recited above are hereby incorporated herein by reference.

2. The MCRA authorizes the CONTRACTOR to perform additional services as provided in this Task Order Number Two for the following MCRA Project:

State Road 7 Undergrounding – Design Services from West Atlantic Boulevard to Coconut Creek Parkway - the scope of services for this project includes design services associated with the undergrounding of overhead utilities along State Road 7, including coordinating with the utility providers to develop electrical and communications infrastructure design as detailed in Exhibit "A" attached.

3. The Scope of Services for the Project, as provided in the Original Agreement, is hereby amended in order to authorize the CONTRACTOR to provide the Scope of Services as described on Exhibit "A", to this Task Order Number Two, which is attached hereto and incorporated herein by reference.

4. The Budget for the Project as stated in the Original Agreement is hereby amended to reflect the adjustments indicated on Exhibit "A" to this Task Order Number Two, which is attached hereto and incorporated herein by reference. The total budget for this assignment shall not exceed: Two Hundred

and Forty Two Thousand Eight Hundred and Eighty Six Dollars (\$242,886.00). Payments shall be disbursed as provided for in the Original Agreement.

5. The Completion Date for the Project as stated in the Original Agreement is hereby amended to provide for the CONSULTANT to complete the Scope of Services described in Exhibit "A" to this Task Order Number Two on or before September 30, 2025. This Task Order Number Two may only be extended subject to the execution of a written amendment to this Agreement by the MCRA's Executive Director.

6. This Task Order Number Two is approved contingent upon the MCRA's acceptance of and satisfaction with the completion of the services rendered in the previous phase (if any) or as encompassed in the Original Agreement, as may have been amended by any prior Task Orders entered into between the MCRA and the CONTRACTOR. If the MCRA, in its sole discretion, is unsatisfied with the services provided in a previous phase, or prior Task Order, the MCRA may terminate the Original Agreement without incurring any further liability.

7. The CONTRACTOR may not commence work on any Task Order, including this Task Order Number Two, approved by the MCRA, without a further notice to proceed issued in writing by the MCRA Executive Director, or his authorized representative.

8. The Original Agreement, as may have been modified by prior Task Orders, and except as modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order Number Two as of the day and year indicated above.

**MARGATE COMMUNITY
REDEVELOPMENT AGENCY**

BY: _____

Cate Curtis, Executive Director

ATTEST: _____

Fiona Christmas, CRA Coordinator

CONTRACTOR:

Kimley-Horn and Associates, Inc.

By: _____

Print Name: KEVIN SCHANEN

Title: Sr. VICE PRESIDENT

ATTEST: _____

By: _____

Print Name: Brett Johnson

Title: Asst. Secretary



August 15, 2024

Cotter Christian
Project Manager
Margate Community Redevelopment Agency
5790 Margate Boulevard
Margate, FL 33063

**Re: Proposal for Engineering Services
SR 7 Undergrounding – Design Services
City of Margate, FL**

Dear Mr. Christian:

In accordance with our General Engineering Consulting services agreement dated April 14, 2021 (RFQ-MCRA-2021-02), **Kimley-Horn and Associates, Inc.** ("Kimley-Horn" or the "Consultant") is pleased to submit this proposal (the "Agreement") for professional consulting services to the **Margate Community Redevelopment Agency** (the "Client" or "CRA") for providing engineering services associated with SR 7 dry utility improvements. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

The Client previously requested planning services for undergrounding overhead utilities along SR 7, from W Atlantic Blvd to Coconut Creek Pkwy, in Broward County, Florida. The project area was surveyed, and utility record information was requested from the affected utility providers. A conceptual opinion of probable cost for the project was provided.

The Client has now requested a proposal for design services for the project. It is understood that there are multiple utilities on the utility poles along SR 7. These poles and lines are generally located within the public rights-of-way. New underground electric and communications infrastructure is desired to be installed within the road rights-of-way and in new easements, where required. Once the new facilities have been installed, activated, and the services cut over, the existing overhead cables and the poles will be removed. Kimley-Horn will coordinate with the utility providers to develop the electrical and communications infrastructure design for the project. In general, the utility providers will develop the electrical and communications network designs and Kimley-Horn will develop an equipment location and conduit routing plan to support the network designs. It is anticipated that multiple jurisdictional permits will be required to execute the work.

In developing our Scope of Services, Kimley-Horn assumes the following:

- The electrical utility provider will provide conduit, cable, and equipment network designs for the conversion of their electric power facilities which will be merged into the consolidated plan set. Kimley-Horn will provide construction plans to supplement the conduit and equipment installations.
- The communications utility providers will provide schematic plans depicting conduit sizes, conduit locations, pull boxes, and equipment required to accommodate their new underground facilities. Kimley-Horn will provide construction plans for installing conduits and pull boxes. The communications companies will provide all drawings for their crews to utilize in installing their cable and equipment.
- Utility provider engineering/design fees are not included in our scope or fee.

- It is assumed that the Florida Department of Transportation (FDOT) and the utility providers will allow construction of the proposed facilities in the rights-of-way. It is also understood that the Client is willing to enter into right-of-way agreements with the utility providers for the installation of their facilities within the rights-of-way.
- It is assumed that the Client will elect the option to perform the electrical conduit, cabling, and equipment installation and service conversions for the electrical utility provider. This will limit the provider's installation activities to setting make-ready poles, switching operations, and pole removal. It is assumed that the communications utility providers will install cabling and equipment and perform their own service conversions to the new underground system.
- The conduit and equipment needs of the utility providers will be for a like-for-like conversion – no facilities for spare/additional/upgraded/future services will be included.
- The Client will designate a Client staff member to represent the Client at all easement meetings that Kimley-Horn attends with private property owners.
- Maintenance of Traffic (MOT) and dewatering plans, if required, will be provided by the Client's contractor or others.
- The project intent is to not impact existing drainage capacity, patterns or flows. As a result, this scope of services does not include drainage design or drainage calculations.

Based on this understanding, our detailed scope of services is provided below.

SCOPE OF SERVICES

The scope of services for this project includes design services associated with the undergrounding of overhead utilities along SR 7. Construction phase services can be provided later as a separate proposal.

MEETINGS

Kimley-Horn will attend scheduled project meetings as described below:

- Project Kickoff Meeting
- Progress Meetings (virtual, monthly, up to 12)
- Stakeholder Meetings (up to 3)

DESIGN SERVICES

Kimley-Horn will conduct a site visit to review the field conditions and identify existing meter locations necessary for service routing.

Kimley-Horn will engage a geotechnical engineer to perform a geotechnical investigation. The investigation will gather data regarding the existing pavement and base thicknesses and provide information to the selected contractor regarding soil conditions that will be encountered on the project. Up to two (2) 15-foot deep standard penetration tests will be performed within the existing roadways to gather the geotechnical and pavement information. This information will be presented in a brief technical report.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative number of known utilities. Up to eight (8) soft-digs will be performed to determine the vertical and horizontal locations of the utilities. This information will be used to assist in routing the proposed conduits.

We will coordinate the design of the underground infrastructure with the associated utility providers to develop the conduit routing plan. If applicable, an equipment location plan will be provided to the communications utility providers to assist them in collocating their equipment with the electric equipment. It is understood that the Client will pay the engineering/design fees assessed by the utility providers directly. Equipment required to support the underground system (transformers, switch cabinets, pedestals, etc.) will be shown on the plans. Service line routes to the individual buildings will be schematically shown so that exact routes can be field coordinated with the property owners by the contractor during construction.

Kimley-Horn will review meter locations and survey [obtained under a previous authorization] to develop a base map. Obtaining invert elevations would require temporary traffic control and can be provided as an additional service if determined to be necessary to the design or permitting processes. Known and available utility record information [obtained under a previous authorization] will be added to the base map to aid in the coordination of the design efforts. This base map will be provided to the utility providers, if applicable, for use in their network design efforts.

Kimley-Horn's sub-consultant will perform electrical service sizing for customer-owned services in accordance with National Electrical Code requirements. Up to three (3) commercial/customer-owned services will be sized under this task. It is assumed that the electrical utility provider will size all residential, provider-owned services and that these services will be owned and maintained by the provider. Existing underground services will be maintained to the greatest extent practical although it is anticipated that some will need to be replaced. Any necessary permitting through the building department will reference the construction documents and be handled by the Client's contractor. Permit drawings for individual properties are not included but can be prepared as an additional service.

It is understood that the Client is pursuing the installation of Florida Power & Light Company (FPL) LED lighting and that FPL will perform the detailed design and construction of the lights, conduits/conductors, and service points under the LT1 tariff. Use of this tariff is expected to minimize conduit needed for new street lighting. It is not expected that any conduit will need to be installed by the Client for street lighting, rather FPL will install necessary conduit when they install the new lights. It is understood that FPL will perform the lighting design and permitting separately with their in-house staff and, therefore, these services are not included in this scope of services.

A photometric analysis will be completed in the lighting design software AGi32 to achieve a fixture layout meeting all applicable Florida Department of Transportation (FDOT) roadway lighting design criteria and standards along SR 7 from NW 8th St to Margate Blvd. This photometric analysis is limited to the northbound travel lanes along the roadway segments of SR 7 only, in support of roadway lighting that is impacted by the removal of overhead utility lines. If analysis of the southbound travel lanes is required, this can be provided as an additional service. Signalized intersection lighting analysis at Margate Blvd is not included as part of this task. A Lighting Design Analysis Report (LDAR) will be prepared to summarize the results of the photometric analysis. The LDAR will be provided to FPL for their design and permitting of the roadway lighting. Kimley-Horn will coordinate with FPL and the Client throughout the duration of the design process. This task does not include voltage drop calculations, conduit design, lighting construction documents, or permitting pertaining to the lighting installation.

It is anticipated that the final construction documents may contain the following information:

- Cover Sheet
- General Notes
- Key Sheet
- Electrical Conduit / Equipment Plan
- Communications Conduit / Equipment Plans
- Profiles in Florida Department of Transportation Right-of-Way

- Equipment Details
- Trench and Conduit Details
- Construction / Restoration Details
- Electrical Service Sizing Table
- Survey [obtained under a previous authorization]
- Technical Specifications

Kimley-Horn will submit deliverables at the following milestone:

- Preliminary equipment placement plan
- Final conduit routing and equipment placement plan

Kimley-Horn will address one (1) round of reasonable comments after Client review of the plan submittals. During the design process, we will continue to coordinate with the utility providers to ultimately obtain their final network designs and cost estimates. An opinion of probable construction cost for the project will be submitted with the final conduit routing and equipment placement plan submittal.

EASEMENT ASSISTANCE

Kimley-Horn will coordinate with the Client during the easement acquisition process regarding impacted properties. We will research the county Property Appraiser's online records for evidence of existing utility easements that can be reused for this project. Title searches will not be performed. It is assumed that if a title search for easements on a particular property is required, the Client will coordinate and obtain the title search results directly.

We will develop easement exhibits for use during meetings with property owners to discuss easement requests for the proposed electrical and communications equipment. We will attend field meetings led by the Client's designated representative with those property owners. The purpose of the meetings will be to explain the easement request to the property owner, address questions/concerns that they may have, and work to accommodate any reasonably-implementable suggestions they may have related to the placement of equipment on their property. Once a verbal agreement is reached with a property owner for an easement, Kimley-Horn's sub-consultant will provide a legal sketch and description for the proposed easement. Up to eleven (11) easements will be coordinated under this scope of services.

It is understood that the preparation of letter notices, easement documents (except the legal sketch and description), follow up and acquisition of the executed easement documents, and recording of the final executed easements will be the responsibility of the Client and therefore have not been included in our scope of services.

PERMITTING ASSISTANCE

It is anticipated that the following permits will be required for this project from the following agencies:

- Florida Department of Transportation (FDOT) Utility Permit for each utility provider (up to 6 applications)

Kimley-Horn will respond to a maximum of one (1) request for additional information from the permitting agencies. Additional revisions in response to subsequent review comments by the Client shall be provided as an additional service. Any significant plan revisions caused by changing agency criteria after our initial design is reviewed, similar factors outside of Kimley-Horn's control, additional meetings, or additional coordination will be considered additional services.

City of Margate right-of-way and building permits, if required for construction, will be obtained by the Client's contractor during construction.

BID PHASE SERVICES

Kimley-Horn will prepare the construction documents for bidding by the Client, attend a pre-bid meeting, and respond to requests for clarification during the bidding process. We will review the apparent low bid received and provide a summary memorandum describing the results of the bidding process.

It has been assumed that the Client will prepare the "front end" bidding instructions and contract paperwork. Therefore, the preparation of these items is not included in this scope of services.

PROJECT MANAGEMENT

Kimley-Horn will provide the following project management services related to initiating, planning, and executing the design phase the project:

- Project Schedule Updates (monthly, up to 12)
- Budget Tracking (monthly, up to 12)

Additional Services

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

- Surveying inverts of existing utilities
- Permit drawings for individual property electric services
- Roadway lighting analysis, design, and permitting beyond what is included in the Scope of Services
- Intersection lighting analysis, design, and permitting
- Roadway resurfacing design beyond resurfacing required by FDOT permitting
- Landscape screening design
- Construction phase services

Information Provided By Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Access to public facilities for public meetings, as needed
- Access to the project area
- Utility record information as may be available
- Direct payment of engineering/design fees assessed by the utility providers
- Client Project Manager services to prepare easement letters/notices, coordinate easement meetings, attend easement meetings, prepare easement documentation, coordinate the execution of easements, perform title searches (if required), and record easements
- Available boundary surveys on record with the Building Department within the project area
- Execution of Agreements with the utility providers to construct their underground infrastructure in the rights-of-way
- Execution of Agreement with the electrical utility provider to have the Client's contractor construct conduit, install cabling, install equipment, and convert services to the underground system

Schedule

Kimley-Horn will perform the scope of services above as expeditiously as practical to meet a mutually-agreed-upon schedule.

Fee and Billing

Kimley-Horn will perform the Scope of Services on a labor fee plus expense basis with the maximum labor fee shown below.

Maximum Labor Fee	\$242,886
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Labor fee will be billed on an hourly basis according to our contract rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at cost. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 30 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In accordance with our General Engineering Consulting services agreement dated April 14, 2021 (RFQ-MCRA-2021-02) and if you concur in the foregoing and wish to direct Kimley-Horn to proceed with the aforementioned services, please execute the enclosed copy of this letter agreement in the space provided and return the same to be undersigned. Fees and times stated in this agreement are valid for sixty (60) days after the date of the agreement by the Consultant.

We appreciate this opportunity to submit this proposal. Please contact Brett Johnson at 561-840-0843 or brett.johnson@kimley-horn.com if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Kevin Schanen, P.E.
Senior Vice President/ Principal



Brett Johnson, P.E.
Project Manager

**CITY OF MARGATE COMMUNITY REDEVELOPMENT AGENCY
A Municipal Agency**

Agreed to this ____ day of _____, 2024.

By: _____

(Print or Type Name)

Title: _____
(As Authorized by Law)

_____, Witness

(Print or Type Name)

Official Seal:

