

**CITY OF OAKLAND PARK**  
**WORK AUTHORIZATION FOR PROFESSIONAL SERVICES**

<b>Consultant:</b> Proposal No.: 09-291-01			
<b>Address:</b> Kimley-Horn and Associates, Inc. (KHA) 5200 N.W. 33 <sup>rd</sup> Avenue, Ste 109 Fort Lauderdale, Fl. 33309			
<b>Contract No.</b> Resolution No. R-2008-152, October 1, 2008		<b>Work Authorization No.:</b> 09-KHA-ECD-CC-2	
<b>Agreement Description:</b> Professional Services Contract		<b>Resolution #</b>	
<b>Financial ID No. For Contract:</b>		<b>Effective Date</b> _____	
<b>Financial ID No. For Work Authorization:</b>		<b>Construction Budget</b> <u>\$N/A</u>	
<b>Brief Task Description:</b> KHA shall review the affected environment within the study area known locally as Cherry Creek, its surface waters and immediate riparian area. We shall assess the environmental consequences associated with the proposed Cherry Creek dredging plans prepared by Craig A. Smith and Associates, Inc. for the City of Oakland Park. KHA will collect and review previously prepared reports, studies, surveys and applications, as deemed appropriate and supplied by the Client. We will conduct limited field reconnaissance on site via readily accessible areas to characterize the existing site conditions relative to vegetative communities and land cover. We will attend as many as three (3) meetings with the Client during the development of our report to share our findings and receive the City's input. We will attend one (1) meeting with Stakeholders at the conclusion of our work to share our report and answer questions.			
<b>In accordance with the above referenced agreement, you are authorized to perform the tasks detailed in attached Exhibit A (Scope of Services). All required services will be completed on or before: See Exhibit "C"</b>			
<b>The total amount or the limiting amount of the compensation will be: \$25,604 unless additional services are authorized by the City</b>			
<b>Compensation elements are as follows:</b>			
	<b>Method of Compensation</b>	<b>Amount (\$)</b>	<b>Project Code</b>
Task 1.0 Documentation Review	Lump Sum	\$4,035	
Task 2.0 Data Collection and Analysis	Lump Sum	\$7,810	
Task 3.0 Preliminary Alternatives Analysis (Problem/Issue Evaluation)	Lump Sum	\$9,210	
Task 4.0 Final Report	Lump Sum	\$3,330	
Direct Expense Budget	% of Lump Sum	\$1,219	
<b>Total</b>		<b>\$25,604</b>	
<b>Other Notes:</b> This Work Authorization is subject to the same terms and conditions of the October 1, 2008 Contract. Please acknowledge receipt of, and agreement with, this Work Authorization by signing and dating all four (4) copies, keeping one copy, and returning three (3) signed copies to Engineering & Community Development.			
<b>City of Oakland Park Approval:</b>			
John Stunson, City Manager	_____	_____	
	(Signature)	(Date)	
Janette Smith, City Clerk	_____	_____	
	(Signature)	(Date)	
<b>Consultant Acceptance:</b>			
Gary R. Ratay, P.E.	_____	_____	
Vice President	(Signature)	(Date)	

## Exhibit A

### Scope of Services

In accordance with our Professional Services Agreement dated October 1, 2008 Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “KHA”), is pleased to have the opportunity to submit this proposal to the City of Oakland Park, (hereinafter referred to as “Client” or “City”) to perform professional environmental services in support of the Cherry Creek Dredge project.

### Description of Project

The City of Oakland Park (City) is proposing to dredge portions of the Cherry Creek waterway system outside of the boundaries of an existing conservation easement area, and residents in the area are concerned over the proposed dredging. The City held a joint meeting on December 11, 2008 between the City and the Citizens Advisory Group (CAG) made up of two civic groups of stakeholders: Friends of Cherry Creek (FOCC) and City of Oakland Park Home Owners (COPHA). This meeting was attended by staff from Kimley-Horn and Associates, Inc. (KHA) in order to identify concerns regarding the proposed dredging and to determine a scope of proposed services that would address these concerns.

The project area is the limits of the surface water and immediate riparian area known locally as Cherry Creek and its headwaters. This is the receiving water body of a watershed, which conveys surface water runoff to tidal waters. The lakes are man-made borrow pits, approximately 50 feet deep, and they are the headwaters to the tidal system.

During the December meeting, there was considerable discussion attempting to understand the Project Purpose. It was agreed to that the proposed study should address the following concerns:

- The focus should be on the protection of natural resources in the study area. It should not be an assessment to meet minimum regulatory requirements for a proposed activity. Therefore, the scope of the study should address the existing conditions and apparent trends, as well as environmental concerns in the entire system.
- There was a concern over sedimentation and a buildup of material at certain points (chokepoints) in the study area. Is dredging in the creek necessary, and if so, what are the benefits and potential environmental consequences of dredging?
- There was a concern that no dredging should occur in the “Natural Creek” area (i.e. the Conservation Easement). This “Natural Creek” area will be considered relative to secondary and cumulative impacts which could be anticipated as a result of other proposed activities.
- The environmental study should be an independent effort, and not associated with a permit application. There should be no appearance of a bias or predetermined perception that dredging is necessary. (NOTE: An alternatives analysis to address the concerns raised would naturally determine what activities should be considered for implementation. Much of the information gathered in an environmental assessment is typically used to support a permit application.)
- There was a concern that stormwater discharging into the lakes was adversely affecting the natural resources (oyster beds, submerged aquatic vegetation, marine mammals, birds, fish, riparian vegetation) in the study area.
- There was a concern over water quality in the study area, including a lack of dissolved oxygen in the lakes.

The following approach is proposed to address the concerns raised. The scope of work and level of detail to support the study findings, opinions and proposed recommendations is largely dependent upon the Client’s schedule and budget. As such KHA proposes a scope of services which will take the form of a “desktop study” generally following the type of study required to complete an Environmental Assessment (EA) consistent with the National Environmental

Policy Act (NEPA). The focus will be an abbreviated document on the natural environment, and in the spirit of the Guidelines for an Alternatives Analysis as described in the section 404(b)1 of the Clean Water Act.

KHA will review the Affected Environment within the study area and the anticipated Environmental Consequences associated with alternatives proposed to address the concerns identified above. This will include the following parameters:

- Topography
- Surface Water Quality
- Wetlands
- Vegetative Communities
- Wildlife and Fisheries
- Protected Species
- Surface Hydrology and Drainage
- Floodplains and Floodways

## **I. ENVIRONMENTAL SERVICES**

### **Task 1.0 Documentation Review**

KHA will collect and review previously prepared reports, studies, surveys and applications, as deemed appropriate and supplied by the Client. KHA will also review, readily available documentation, as identified by KHA including local, state and federal online databases. KHA will identify data gaps, for the Client's future consideration.

### **Task 2.0 Data Collection and Analysis**

KHA will conduct limited field reconnaissance on site via readily accessible areas to characterize the existing site conditions relative to vegetative communities and land cover including jurisdictional wetland and surface waters, and upland habitats (including potential sensitive habitats) to evaluate the potential for usage by listed species. Site reconnaissance will include on-shore, nearshore, and surrounding land use. Field information will be used to prepare a land cover map using the Florida Land Use, Cover and Forms Classification System (FLUCFCS – FDOT, 1999). The acreage of upland and wetland habitats will be included on the FLUCFCS map and will be approximate, based on aerial interpretation and limited ground truthing. Mapping of waterway will include: depths at choke points, structures, species, vegetative communities, landforms, and discharge/influx points.

KHA will provide photo documentation of field reconnaissance, and conduct personal interviews with interested and readily accessible stakeholders. KHA will prepare a brief memorandum which summarizes the findings of Task 1.0 and Task 2.0. KHA will attend one (1) meeting with Client regarding status and progress.

### **Task 3.0 Preliminary Alternatives Analysis (Problem/Issue Evaluation)**

KHA will prepare a draft Preliminary Alternatives Analysis memorandum which will discuss the likely environmental consequences which may result for each of the alternatives considered to address the following concerns:

- No Action – What are the anticipated trends and consequences?
- Choke Point Dredging – Does dredging address floodway concerns, and what is the least environmental damaging, practicable alternative?
- Lake Water Quality – What if anything can be done to improve water quality?
- Secondary and Cumulative Effects Assessment

KHA will attend one (1) meeting with Client regarding the results of the memorandum.

## Task 4.0 Final Report

Based upon input from the Client, KHA will prepare a final report which summarizes the findings of this scope of services. KHA will attend one (1) meeting with Client regarding Status and progress and attend one (1) meeting with Stakeholders to present the report and respond to questions.

### II. ADDITIONAL SERVICES

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

- Wildlife surveys (including listed species), seining or detailed quantitative benthic assessment
- Wetland Surveys, flagging and formal wetland delineation
- Tidal data collection
- Water quality sampling and analysis
- Sediment sampling and analysis
- Additional site reconnaissance

If additional services are required for this assignment, we will contact the City and request approval prior to proceeding with the work.

### III. REIMBURSABLE EXPENSES

Reimbursable expenses shall include printing, mylars, copying, postage, photographic services, Federal Express, courier services, local mileage, telephone calls, facsimiles and word processing will be billed at cost. Other direct expenses will also be billed at cost. Expenses are in addition to the labor amount.

### IV. INFORMATION PROVIDED BY CLIENT

We anticipate partnering with the Client in all aspects of the project. We request that the Client assist us in the following areas:

- Provide in an electronic format any available survey or other record information related to the project, including right-of-way surveys, topographic surveys, aerial photographs, and drainage record drawings. If electronic data is not available from the Client, we request that the Client provide legible paper copies and contact the preparers of the documents to obtain electronic copies.
- Provide copies of any available SFWMD, BCEPD and FDEP permits issued for construction of improvements.
- Define the City's requirements for the project, including any schedule constraints, desired or required materials or products, standards, and deliverable formats.
- Provide authorization for access to the property.
- Provide copies of any reports and studies as prepared by others for the project.
- Any other existing information related to the project that may influence the scope of services noted above.

### V. SCHEDULE

We will provide our services as expeditiously as practical to meet a mutually agreed upon schedule.

**Exhibit B**  
**Work Authorization Terms**

All terms and conditions shall be in conformance with the Agreement between the City of Oakland Park and CONSULTANT, dated October 1, 2008.

**1. AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as authorization by the City of Oakland Park (City) for CONSULTANT, to proceed with the Services, unless otherwise provided for in this Agreement.

**2. LUMP SUM**

Lump sum compensation is calculated by reference to hourly schedule included in the Contract dated October 1, 2008 and estimated hours provided to the City during negotiation. Actual hourly charges by classification against the lump sum may vary from the original estimated hours based on workload demands and other factors; however, the lump sum amount of the contract will not change unless the project scope changes.

**3. DIRECT EXPENSES**

Direct Expenses (Reimbursable) shall be those costs incurred on or directly for the City's Project, including but not limited to necessary transportation costs including mileage at current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CONSULTANT.

**4. SCOPE CHANGES**

In the event that CONSULTANT believes that work outside of the scope of this contract has been requested or must be undertaken, CONSULTANT will notify the City Project Manager in writing prior to performing the additional work. The City and CONSULTANT will meet to address the Additional Services Request within one week of notification. If it is agreed that additional services are warranted, the City and CONSULTANT shall attempt to have the request placed on the next available City Commission agenda. CONSULTANT shall begin work after Commission approval; however, if time constraints dictate quicker action, CONSULTANT will undertake the additional work after coming to agreement with the City during the initial meeting with regards to the specific additional services.

**5. COST ESTIMATES**

Any cost estimates provided by CONSULTANT will be on a basis of experience and judgment. Since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT does not warrant that bids or ultimate construction costs will not vary from these cost estimates.

**6. PROFESSIONAL STANDARDS**

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in South Florida, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CONSULTANT makes no warranty, expressed or implied.

**7. COMPENSATION SCHEDULE**

CONSULTANT will invoice the City on a monthly basis for services rendered the previous month. After receipt the City shall notify CONSULTANT within seven (7) days of any discrepancies or disputed items. If the invoice is acceptable, the City agrees to pay CONSULTANT within thirty (30) days of date of invoice.

**8. LIMITATION OF LIABILITY**

Consultant's liability to the City shall be based on the terms of the Contract dated October 1, 2008.

**9. TERMINATION**

Either City or CONSULTANT may terminate this Agreement by giving 30 days' written notice to the other party. In such an event the City shall forthwith pay CONSULTANT in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of the Contract Agreement dated October 1, 2008. All requirements of Section 19 of the Contract dated October 1, 2008 shall apply to this contract.

**10. ASSIGNMENT TO RELATED ENTITY**

Requirements of Section 16, of the Contract agreement dated October 1, 2008 apply to this section.

**11. SEVERABILITY**

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

**12. INFORMATION PROVIDED BY CLIENT**

Permit application fees.

**13. ADDITIONAL SERVICES**

Additional services will be performed as authorized in writing by the Client. Additional services include but are not limited to the following:

- Landscape Architecture services.
- Utility locations.
- Construction stakeout.
- Expert witness testimony.
- Any services required in connection with threatened or endangered species.
- Services required by additional governmental regulations which might be put into effect after the date of this agreement.
- Any additional services requested by Client.

**City of Oakland Park Work Authorization No.: 08-KHA-ECD-CC-2**

**Proposal No.: 09-291-01**

**Brief Task Description: Cherry Creek Environmental Study**

**SCOPE OF SERVICES**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth. The terms hereof shall be construed in favor of the firm and all inferences and implications shall be deemed to be for the benefit of the firm.

In reviewing this proposal for professional services, it should be understood that the proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed. Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "Hourly Fee Schedule" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

**14. FEES**

The Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

**15. PERMITS AND APPROVALS**

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

**16. CONSTRUCTION REQUIREMENTS**

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be the City's responsibility to notify CONSULTANT of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranties, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

**17. PERMIT FEES; APPLICATION FEES; OUTSIDE CONSULTANT FEES**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

**18. CLIENT'S RESPONSIBILITIES**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

**Exhibit C**  
**Preliminary Project Schedule**

**SCHEDULE**

The schedule for the Project, based upon the anticipated timely reviews and comments of plans by the City and Governmental review agencies is anticipated as follows:

**Please note, the above schedule anticipates timely review and response by City Staff**

<b><u>Task</u></b>	<b><u>Task Duration</u></b>	<b><u>Completion Date</u></b>
Task 1.0 Documentation Review	N/A	To be determined
Task 2.0 Data Collection and Analysis	N/A	To be determined
Task 3.0 Preliminary Alternatives Analysis (Problem/Issue Evaluation)	N/A	To be determined
Task 4.0 Final Report	N/A	To be determined

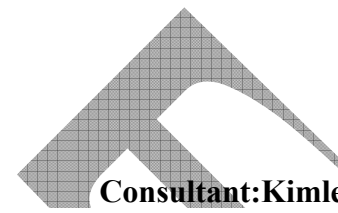
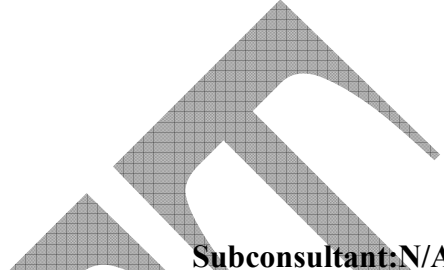


Exhibit D- Staff Time Estimate

Personnel	Hourly Rate	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Hrs	Cost
<b>Administration</b>												
Shanda Layne (Admin Assistant)	\$70.00	1	2	2	2						7	\$490
Jeanine Woll (Project Accounting)	\$70.00	3									3	\$210
											0	\$0
Sub Total (hours)		4	2	2	2	0	0	0	0	0	10	\$700
<b>Engineering / Planning</b>												
David Bennett, P.E. (Senior Supervising Engineer)	\$185.00	1	4	4	4						13	\$2,405
Bill Cary, P.E. (Senior Engineer)	\$140.00	1	2	2	2						7	\$980
Mike Kiefer (Snr Biologist)	\$140.00	2	10	20	8						40	\$5,600
Lisa Frazier (Biologist)	\$105.00	10	20	20	10						60	\$6,300
Jenifer Simpkins (Biologist)	\$105.00	20	30	30							80	\$8,400
											0	\$0
											0	\$0
Sub Total (hours)		33	62	72	20	0	0	0	0	0	187	\$23,685
<b>Surveying</b>												
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<b>Cost per Task (\$)</b>		\$4,035	\$7,810	\$9,210	\$3,330	\$0	\$0	\$0	\$0	\$0		\$24,385
<b>Budget \$ per Task</b>		\$4,035	\$7,810	\$9,210	\$3,330	\$0	\$0	\$0	\$0	\$0		\$24,385
<b>Subconsultants</b>												
<b>Total Labor and Subconsultants</b>		\$4,035	\$7,810	\$9,210	\$3,330	\$0	\$0	\$0	\$0	\$0		\$24,385
<b>Direct Expenses</b>												\$1,219
<b>Work Authorization Total</b>												\$25,604





**Exhibit D- Staff Time Estimate**

Subconsultant: N/A

Personnel	Hourly Rate	Hours per Task									Totals	
		Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Hrs	Cost
<b>Administration</b>											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<b>Engineering / Landscape Arch</b>											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<b>Surveying</b>											0	\$0
											0	\$0
											0	\$0
Sub Total (hours)		0	0	0	0	0	0	0	0	0	0	\$0
<b>Cost per Task (\$)</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Budget \$ per Task</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Subconsultants</b>												
<b>Total Labor and Subconsultants</b>		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0
<b>Direct Expenses</b>												\$0
<b>Work Authorization Total</b>												\$0