

Exhibit “A” Scope of Work:

NE 33rd Street Streetscape Improvements

Project Understanding

The NE 33rd Street project includes streetscape improvements on NW 33rd Street from Dixie Highway east to Federal Highway which is approximately 1 mile within the City of Pompano Beach. This project is part of the City of Pompano Beach GO Bond program and includes roadway lighting, irrigation, landscaping, traffic calming, brick paver enhancements, curbing, drainage modifications, paths for shared uses, pavement resurfacing, and street furniture. Undergrounding of existing overhead utilities is not part of this project.

Kimley-Horn proposes to contract with Florida Engineering & Testing, Inc. for geotechnical services and Keith and Associates Inc. for surveying services.

Items specifically not included are:

1. Undergrounding of existing overhead utilities
2. Right of Way Vacations
3. Permit Fees
4. Grant application processing
5. Multiple phased-project. If the project must be subdivided into more than one phase, additional services will need to be negotiated for the second bid package.

The following scope of services details the site civil, landscape architectural, electrical services, geotechnical services, and survey services.

Scope of Services

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

TASK 1: TOPOGRAPHICAL SURVEY

The Surveyor Sub-consultant, Keith and Associates Inc. will perform the following services:

Prepare a Topographic Survey of NE 33rd Street from East of Dixie Highway to West of Federal Highway, approximately 5500 LF. Survey shall extend from the south right-of-way line to the north right-of-way line. Survey shall show surface features such as roadways, traffic striping, sidewalks, driveways, surface utilities, etc. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with rim elevations only (no inverts). Existing right-of-way lines of NE 33rd Street and the intersecting roadways will be shown.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88). Elevations shall be shown at an interval of approximately 50 feet, including intermediate changes in grade.

TASK 2: GEOTECHNICAL SERVICES

The Geotechnical Sub-consultant, Florida Engineering & Testing, Inc (FET) will perform the following services:

- Two (2) Borehole Permeability (BHP) tests
- Two (2) Pavement Core tests

Boring and test location will be approximately located in the field by our personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from the survey provided in Task 1

Prior to drilling at the project site, FET will notify the local utility companies and request that underground utilities be marked.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. A geotechnical engineer will evaluate the results of all drilling and laboratory testing.

FET will produce a report that contains the exploration data and a discussion of the site and subsurface conditions.

TASK 3: PROJECT KICK-OFF AND 30% DESIGN DEVELOPMENT

Kimley-Horn will perform an initial site visit to observe existing conditions and truth the survey provided in Task 1. Kimley-Horn will attend one (1) kick-off meeting with the design team and the Client to discuss the project, desired design elements, and to review the project schedule.

As part of this Task, Kimley-Horn will request existing utility as-built information from the major utility providers within the project area including water, sewer, drainage, electrical, cable, gas, and fiber optics. Once received, the existing utilities will be reviewed and depicted on the survey provided in Task 1. Existing irrigation system information will not be obtained as part of this Task.

Kimley-Horn will coordinate and meet with Broward County Highway Construction, Broward County Traffic, FDOT, and governmental agencies having jurisdiction to discuss permitting requirements and design criteria for new or modified work to be performed within the right-of-way.

Kimley-Horn will prepare a schematic plan which will be presented to the City for review and approval. This task includes up to two (2) rounds of comments from the City to finalize the schematic plan that will be utilized for the preparation of the 30% design development documents. After incorporating City comments into the schematic plan, Kimley-Horn will conduct one public workshop to present the schematic plan and identify preferred improvements that will be incorporated into the 30% design development documents. For this public meeting Kimley-Horn will prepare a 24 inch by 36 inch colored plan view rendering of the schematic plans that will show aeriels, samples of materials, light fixtures, textures, and other streetscape improvements.

After the incorporation of the public comments Kimley-Horn team will present schematic plans at one (1) City Commission meeting. The purpose of the Commission presentation will be to receive endorsement of the proposed improvements, so the design team can proceed with the 30% design development.

Kimley-Horn will provide one (1) initial (30%) design development set of plans for the project for review and comment. The plans will include the following:

- Roadway Plans (to include drainage modifications)
- Landscape and Irrigation Plans
- Hardscape Plans
- Lighting Plans
- Signing and Marking Plans

Kimley-Horn will also provide a preliminary Opinion of Probable Construction Cost at the initial (30%) design submittal for the proposed improvements.

TASK 4: (60%) DESIGN PLANS

Kimley-Horn shall prepare 60% Design Plans for the proposed improvements based on City input during the 30% Design Development Phase. We anticipate the plan set will include the following sheets:

- Cover Sheet
- General Notes
- Roadway Plans

Kimley-Horn will prepare roadway plans that will include dimension control and roadway layout. These plans will include lighting locations, pavement limits, curbing, concrete areas, and spot elevations for the roadway and green areas.

Drainage improvements for this project will consist of modifying the existing infrastructure within the project limits to account for the roadway improvements. No new inlets or stormwater infrastructure is anticipated for this project. We assume that only the public right-of-way within the project limits will be included as part of the improvements and that no private off-site developments will be contributing to the drainage.

- Roadway Details
We will prepare detail sheets showing the paving, drainage system, and erosion control details for the roadway plans. The intent is to reference City, County and/or FDOT standard details.
- Demolition Plans
Kimley-Horn will prepare a demolition plan for the project which will indicate paving and utility removal/relocation for the proposed improvements.
- Erosion Control Plan
Kimley-Horn will prepare an erosion control plan for the site. The plan will indicate erosion control measures to be implemented by the contractor prior to disturbing the site.
- Signing and Marking Plans
Kimley-Horn will show proposed project signage and striping with associated details. Signing and marking is limited to relocating existing signs and the design of proposed improvements as necessary to accommodate the proposed improvements.
- Landscape and Irrigation Plans

Landscaping plans for proposed improvement areas will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details, including planting calculations and offset dimensions.

Irrigation plans designed to provide irrigation coverage for roadway swale and median areas. Kimley-Horn will provide the following irrigation design services, after Client approval of the 30% landscape plans:

- Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and Water Management District.
- Irrigation mainline and sub-mainline sizing with recommended routing.
- Coordination with project civil engineer for sleeve and mainline routing, as applicable.
- Master central control evaluation and recommendation, including analysis of system operation. A conceptual irrigation operation schedule for the project will be included.
- Irrigation controller locations with power supply drop locations. (Electrical design and permitting for controllers to be provided by contractor) – As necessary.
- Material legend of all components.
- Ancillary notes, calculations, and labels to develop an irrigation system.

- **Hardscape Plans**
Kimley-Horn will delineate proposed project hardscape – limited to pavers, tree grates, benches, waste receptacles, and decorative crosswalk and median treatments. The plans will also provide details to bid and construct the hardscape improvements.

- **Lighting Plans and Details**
Kimley-Horn will delineate the electrical services and lighting within the projects limits. Kimley-Horn will also coordinate with FPL for available power and service connection. The plans will include light details as approved by the City.

The effort for this task includes one (1) submittal at 60% to the City for review. The effort for this task includes addressing one (1) round of ordinary and reasonable comments at the submittal stage. Subsequent modifications resulting from significant project changes directed by the City shall be considered an Additional Service.

This task will include preparation of drainage calculations and report for submittal to Broward County Environmental Protection Department as listed in Task 5.

Kimley-Horn will also provide an updated Opinion of Probable Construction Costs at the 60% submittal for the proposed improvements.

TASK 5: PERMITTING

Kimley-Horn will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of comments for the

regulatory agency submittals identified below.

1. **Broward County Highway Construction and Engineering Division**
 - a. Roadway, paving, and traffic control systems for access
 - b. Signing and marking
2. **Broward County Environmental Protection Department**
 - a. Drainage
3. **National Pollutant Discharge Elimination System (NPDES):**
 - a. Notice of Intent
 - b. Preparation of Storm Water Pollution Prevention Plans (SWPPP) – City’s Contractor shall complete the necessary application and submittal to obtain the general permit. The City’s contractor shall be responsible for obtaining, maintaining, and operating the construction site according to the EPA and NPDES guidelines.
4. **City of Pompano Beach**
 - a. Engineering

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

TASK 6: FINAL CONTRACT DOCUMENTS

Once the City has approved the 60% construction documents, these will be used as the basis for preparing the final contract documents. Specifications to be used for the project will include Divisions 2 thru 16 CSI formatted specifications for the materials to be incorporated into the work. The specifications will be forwarded to the City for review and approval. Contract or “Front End” documents will be provided by the City and reviewed by Kimley-Horn for conformance with the specifications and design plans.

During this task, Kimley-Horn will perform the following:

- Revise the drawings listed in Task 4 per the City and permitting agency comments.
- Prepare technical specifications for inclusion into the City provided contract documents.
- Determine anticipated construction time for contract purposes.
- Update the engineer’s opinion of probable construction costs.
- Prepare a bid form that will list the separate pay items, estimated quantities, and units.
- Provide the City with a project description to be included in the City’s Front End documents.

TASK 7: LIMITED CONSTRUCTION PHASE SERVICES

This task is to provide Limited Construction Phase Services by Kimley-Horn during construction of the Project. This scope of services is based on the project being constructed in 180 calendar days. There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

1. **Meetings**
2. **Resident Project Representative**
3. **Shop Drawing Review**

4. **Contract Clarification**
5. **Review of Pay Application**
6. **Project Close Out**

Meetings: Kimley-Horn shall attend one (1) pre-construction meeting and bi-weekly progress meetings with the Construction Manager and their Contractor(s) to assess the project schedule and Contractor progress for the duration of the construction process. This task includes twelve (12) progress meetings. Meeting minutes will be provided by Kimley-Horn.

Resident Project Representation: A Resident Project Representative (“RPR”) shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn in order to assist Kimley-Horn in observing performance of the work of the Contractor(s).

The RPR shall visit the site an average of once a week for a total of twenty-six (26) site visits during construction to observe the progress and quality of the executed work of the Contractor(s) and to determine if such work is proceeding in accordance with the contract documents for the construction of the improvements (the “Contract Documents”). The RPR will be onsite for up to 3 hours for each site visit. The RPR shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s). The RPR’s efforts will be directed toward providing the City with a greater degree of confidence that the completed work of Contractor(s) will conform to the Contract Documents. The RPR shall not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During such visits and on the basis of on-site observations, Kimley-Horn shall keep the City informed of the progress of the work, shall endeavor to protect the City against defects and deficiencies in such work, and may disapprove or reject work if it fails to conform to the Contract Documents. Kimley-Horn shall perform the observations in accordance with the standard of care of the profession at the time of service.

Shop Drawing Review: Kimley-Horn shall review and approve (or take other appropriate action in respect of) Shop Drawings (as that term is defined in the General Conditions of each construction contract) and samples and other data that each Contractor is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such review and approval, or other action, shall not extend to means, methods, sequences, techniques or procedures of construction, or safety precautions and programs incident hereto. Kimley-Horn shall perform these reviews in accordance with the standard of care of the profession at the time of service.

Kimley-Horn shall consult with and advise the City as to the acceptability of substitute materials and equipment that are proposed by the Construction Manager’s prime contractor(s) hereinafter called “Contractor(s)”.

Contract Clarifications: Kimley-Horn shall issue the City's instructions to the Contractor, as well as issue interpretations and clarifications of the plans and specifications in connection therewith and review change orders as required.

Review of Pay Application: Based on Kimley-Horn's on-site observations and upon review of applications for payment and the accompanying data and schedules, Kimley-Horn shall work with the City to determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. Such recommendations of payment shall constitute a representation to the City based on such observations and review that the work has progressed to the point indicated and that, to the best of Kimley-Horn's knowledge, information, and belief, the quality of work is in accordance with the Contract Documents (subject to any qualifications stated in Kimley-Horn's recommendations), and that payment of the amount recommended is due to Contractor(s).

By recommending any payment, Kimley-Horn shall not thereby be deemed to have represented that observations made by Kimley-Horn to check Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Kimley-Horn in this Agreement. Neither Kimley-Horn's review of Contractor's work for the purposes of recommending payments nor Kimley-Horn's recommendation of any payment including final payment will impose on Kimley-Horn responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, equipment choice and usage, sequences, or procedures of construction of safety precautions or programs incident thereto, nor Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work.

Project Close Out: Kimley-Horn shall review the Project with the City to determine if the Project is substantially complete and conduct a final review to determine if the work has been completed in accordance with the Contract Documents. If the Contractor has fulfilled all of his or her obligations thereunder, Kimley-Horn will recommend, in writing, final payment and give written notice to the City and the Contractor(s) that the work is acceptable (subject to any conditions therein expressed).

Kimley-Horn will review project record drawings prepared, provided, and certified by the Contractor. One set of reproducible "As-Built" drawings will be provided to the City.

Kimley-Horn shall not be responsible for the acts or omissions of any Contractor or subcontractor, any of the Contractor(s)' or subcontractor(s)' agents or employees, or any other persons (except the Kimley-Horn's own employees and agents) at the site or otherwise performing any of the Contractor(s)' work.

ASSUMPTIONS

The following assumptions are made:

1. City reviews of submittals will be provided in a timely manner.
2. Existing FPL availability to service the project lighting.
3. The City shall be responsible for the distribution of advertisement, RFIs and addendums.
4. Individual public information meetings or hearings are not required.

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 or for a pre-negotiated fee. Additional services we can provide include, but are not limited to, the following:

- Overhead to underground utility conversion design and coordination
- Utility relocation plans
- Meetings and coordination beyond that specifically outlined above
- Major redesign effort due to changes in the overall project scope, budget, or programming after the conceptual design phase.
- LEED related services
- Environmental Engineering (Phase I/Phase II)
- Traffic Studies or traffic engineering services not specifically noted above
- Permit expediting services
- Dewatering permitting
- Services not specifically mentioned in the “Scope of Services”

Schedule

We will provide our services within a reasonable length of time to meet a mutually agreed upon schedule. The Client shall provide us with access to the property.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1-7 for the lump sum fee of **\$149,280**. Billings will be monthly based on the progress of the Task.

Tasks	Descriptions	Fee
Task 1	– Topographical Survey	\$23,380
Task 2	– Geotechnical Engineering Services	\$ 3,500
Task 3	– Project Kick-Off and 30% Design Development	\$18,500
Task 4	– 60% Design Plans	\$29,900
Task 5	– Permitting	\$16,000
Task 6	– Final Contract Documents	\$23,500
Task 7	– Limited Construction Phase Services	\$34,500
TOTAL LUMP SUM		\$149,280

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