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

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**DATE:** February 11, 2019

**WORK AUTHORIZATION NO.1**

**TITLE:** N. Riverside Drive and NE 14th Street Causeway Drainage Improvements

This work authorization is pursuant to the Agreement for Professional Services between the City of Pompano Beach (CITY) and Kimley-Horn and Associates, Inc.(CONSULTANT), approved by City Ordinance #2016-14, passed and adopted on November 2, 2015.

All terms and conditions of the Original Contract dated November 2, 2015, and approved via Ordinance No. 2016-14 remain unchanged and in full force and effect.

**PROJECT**

The purpose of this Agreement is to outline the scope of services recommended by CONSULTANT and accepted by CITY, and to establish the contractual conditions between CONSULTANT and CITY with respect to the proposed services. The services include providing professional engineering services with the development of construction documents for the N. Riverside Drive and NE 14th Street Causeway Drainage Improvements project in Pompano Beach, Florida.

The City's Stormwater Master Plan identified the need for the N. Riverside Drive and NE 14th Street Causeway Drainage Improvements project due to flooding in the area. The project area is bounded by NE 14th Street to the north, NE 8th Street to the south, N Ocean Boulevard to the east and the intracoastal waterway to the west. The existing drainage system within the project area includes isolated systems consisting of interconnected catch basins and roadside swales and isolated outfall connections to the intracoastal waterway. The project intent is to improve stormwater management performance and provide stormwater quality treatment with new drainage infrastructure. The project also includes milling, new asphalt resurfacing, new pavement markings, and site restoration throughout the project area. The professional services associated with the project include design, permitting, bid document development, bidding assistance, and limited construction phase services.

**SCOPE OF SERVICES**

**Task 1: Topographical Survey**

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

Prepare a Topographic Survey of the following Rights of Way: (Survey shall extend from right-of-way line to right-of-way line) N. Riverside Drive from NE 8th Court to NE 14th Street (approx. 2100LF); NE 8th Court from Riverside Drive to A1A (approx. 850LF) NE 9th Street from Riverside Drive to A1A (approx. 850LF); NE 10th Street from Riverside Drive to A1A (approx. 850LF); NE 11th Street from Riverside Drive to A1A (approx. 850LF); NE 12th Street from Riverside Drive to A1A (approx. 850LF); NE 13th Street from Riverside Drive to A1A (approx. 850LF); NE 14th Street from Riverside Drive to A1A (approx. 1200LF). (Total is approximately 8,400 LF)

Survey to also include that portion of "Park", lying between blocks 9 and 10, Pompano-By-The-Sea, according to the plat thereof, as recorded in Plat Book 1, Page 22, Broward County Records. (Said area lying westerly of the intersection of Riverside Drive and NE 12th Street, as shown hereon.

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 Riverside Drive, A1A 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:

- Four (4) Bore Hole Permeability
- Six (6) 10' borings

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, a discussion of the site and subsurface conditions and pavement subgrade.

### **Task 3: Project Kick-Off and Schematic Design**

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

As part of this Task, The CONSULTANT 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.

The CONSULTANT will coordinate and meet with Broward County Environmental Protection Department, FDEP, 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, this shall include confirming the requirements to utilize existing outfalls.

The CONSULTANT will prepare a schematic plan in plan view only which will be presented to the City for review and approval. The CONSULTANT will also provide a schematic level cost estimate per the proposed improvements.

### **Task 4: Design Development Plans**

Utilizing the survey, soil testing results and schematic design plan developed in Task 1-3 above, the CONSULTANT shall prepare preliminary 60% design plans for the construction of paving and drainage improvements within the Project Area. These Design Development Plans shall show the geometric layout on top of the base survey data. The basis for design will be the City of Pompano Beach, Broward County and Florida Department of Transportation (the "FDOT") Standard Indexes/Details where applicable. The following plan sheets may be included in the Design Development Plans:

- Key Sheet – Project title, vicinity map, engineer of record, and other appropriate information.
- Plan and Profile Sheets (in a 24" x 36" format) – Containing the geometric, horizontal and vertical alignment for the milling and resurfacing of the roadways within the project area. These sheets shall also contain the horizontal, vertical, and geometric alignments for modifications/additions to the existing drainage system.
- Miscellaneous Construction Details – These sheets shall provide construction details that are not included in the FDOT Standard Indexes or Broward County Details.
- Miscellaneous Drainage Details – These sheets would provide drainage details that are not included in the FDOT Standard Indexes or Broward County Details.
- Typical Signing and Pavement Marking Details – Signing and pavement markings shall be detailed for use in the project.

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.

The CONSULTANT will also provide an updated Opinion of Probable Construction Costs at the 60% submittal for the proposed improvements.

## **Task 5: Drainage Design and permitting**

### **5.1 Hydraulic Analysis**

The hydraulic analysis shall be completed for the Project Area based upon the geotechnical and survey information obtained in Task 1 and 2. During the analysis, the volume of stormwater runoff shall be calculated from the design storm and the capacity of the existing stormwater collection system to include the existing outfall connections shall be evaluated. The results of the above noted calculations along with the incorporation of budget constraints will be the basis for design of the stormwater system.

### **5.2 Permitting**

The CONSULTANT will prepare permit applications with supporting documentation to the following jurisdictional regulatory agencies. The CONSULTANT will address comments for the regulatory agency submittals identified below.

1. **Broward County Environmental Protection Department**
  - a. Drainage
2. **Florida Department of Environmental Protection**
  - a. Drainage well
3. **Broward County Highway Construction and Engineering Division**
  - a. Signing and marking
4. **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.
5. **City of Pompano Beach**
  - a. City Engineering/Public Works
  - b. City Building Department

No other agency approvals are included in this scope of services other than those identified above. The CONSULTANT 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. The CONSULTANT 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 and the above listed permitting agencies have 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 the CONSULTANT for conformance with the specifications and design plans.

During this task, The CONSULTANT 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 Bidding Assistance**

It is our understanding that the CITY will use a competitive bidding process to award the contract to a qualified contractor to construct the improvements. The CONSULTANT shall consult with and advise the CITY for the proposed improvements during the bidding process. This task is limited to attendance at one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the CONSULTANT will be approved by the CITY prior to issuance. Once bids are received, the CONSULTANT shall review the bids and provide a recommendation letter to the CITY of the apparent low bidder's price proposal. The CITY will be responsible in making the award.

The Lump Sum fee for this Task shall be... ..\$104,929.00

#### **SCHEDULE**

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

#### **CITY'S RESPONSIBILITY**

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

- A. Designate a representative(s) who shall have the authority to transmit instruction, receive information and enunciate policies and decisions.

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

### **ADDITIONAL SERVICES**

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

- Mechanical, Electrical and Plumbing design for a stormwater pump system
- Overhead to underground utility conversion design and coordination
- Major redesign effort due to changes in the overall project scope, budget, or programming after the design phase.
- Traffic Studies or traffic engineering services
- Permit expediting services
- Dewatering permitting
- Services not specifically mentioned in the "Scope of Services"

### **COMPENSATION**

**Table 1: Lump Sum Compensation Summary <sup>(1)</sup>**

<b>Task Name</b>		<b>Task Name</b>	
Task 1 – Topographical Survey		\$33,760	
Task 2 – Geotechnical Services		\$3,850	
Task 3 – Project Kick-off and Schematic Design		\$10,970	

Task 4 – Design Development Plans	\$21,955
Task 5 – Drainage Design and Permitting	\$14,755
Task 6 – Final Construction Documents	\$16,744
Task 7 – Limited Bidding Assistance	\$2,895
<b>Lump Sum Total</b>	<b>\$104,929.00</b>

(1) Services billed in accordance to Exhibit B of the Agreement for Professional Services approved by City Ordinance #2016-14, passed and adopted on November 2, 2015.

<b>Table 2: Total Compensation Summary</b>	
<b>Fee Type</b>	<b>Fee</b>
Lump Sum Total	\$104,929.00
<b>Total</b>	<b>\$104,929.00</b>