



## **Exhibit “A” Scope of Work:**

### **McNab Road Bridge Replacement**

#### **Project Understanding**

This project includes the replacement of the McNab Road bridge over the Cypress Creek C-14 canal to address the functionally obsolete components of the bridge. The replacement bridge will include bicycle and pedestrian accommodations consistent with current City of Pompano standards. This project is part of the City of Pompano Beach GO Bond program and will be coordinated with planned streetscape improvements along McNab Road in the area. The contract delivery method will be Construction Manager at Risk (CMAR). Utilities mounted to the bridge will be temporarily supported off the bridge during construction and supported by a utility shelf on the new bridge.

Kimley-Horn proposes to contract with the following subconsultants:

- Currie Sowards Aguila Architects (Aesthetic treatments)
- Florida Engineering & Testing, Inc. (geotechnical services)
- H2R (geotechnical services)
- Keith and Associates Inc. (surveying services)
- HLB Lighting (aesthetic Lighting)

Items specifically not included are:

Adjustment or relocation of any utilities not attached to existing bridge.

The following scope of services details the civil, geotechnical services, and survey services.

#### **Scope of Services**

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

#### **TASK 1: PROJECT KICK-OFF AND CONCEPTUAL DESIGN DEVELOPMENT**

Kimley-Horn will perform an initial site visit to observe existing conditions and verify the survey provided in Task 5. 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.

Kimley-Horn will request existing utility information through Sunshine One Call and verify contacts. Preliminary plans will be provided to utility owners for markup. Information

received from utility owners will be used to create an existing utility base file and referenced into the plans.

Kimley-Horn will prepare conceptual designs for the bridge replacement. The conceptual design will include architectural renderings provided by the architect, possible color pallets, aesthetic lighting options, and a plan view of the replacement bridge. The conceptual designs will be displayed at 2 public meetings hosted by the City. Kimley-Horn will review comments received during the public meeting and incorporate those agreed to by the City. After the incorporation of the public comments Kimley-Horn team will present final bridge conceptual designs 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 60% design development.

## **TASK 2: (60%) CONTRACT DOCUMENTS**

Kimley-Horn will prepare 60% Design Plans for the proposed improvements based on the conceptual designs approved by City Commission. The effort for this task includes one (1) submittal for City review and 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.

We anticipate the plan components:

### **Roadway Plans**

Roadway plans will include temporary traffic control plans, utility adjustment sheets, and stormwater pollution prevention details. Drainage improvements will consist of removing the existing scupper system on the bridge and treatment through exfiltration trench within the right of way. No new inlets or stormwater infrastructure is anticipated for this project.

Utility adjustments will include temporarily supporting existing utilities attached to the bridge during reconstruction. Utilities will be supported on the replacement bridge by a utility shelf.

The following sheets are anticipated

- Cover Sheet
- General Notes
- Bid items
- Bridge Hydraulic Recommendation sheet
- Roadway soil survey
- Drainage details
- Temporary Traffic Control Plan
- Utility Adjustment sheets

- Storm water Pollution Prevention Plans
- Technical specifications
- Architectural details

**Structures Plans**

The structures plan will include the following sheets:

- Index of drawings
- Project layout
- General Notes and bid items
- Overall Bridge geometry
- Bridge plan and elevation
- Approach slab plan and details
- End bent plan and elevation
- Intermediate bent plan and elevation
- Foundation layout
- Superstructure plan

Kimley-Horn will assemble a memorandum instead of a comprehensive Bridge Development Report summarizing the bridge design alternatives evaluated (Florida Slab Beams, Cast in Place, and Florida I-Beam). Full analysis of each bridge type will not be performed.

Kimley-Horn will provide an opinion of probable construction cost along with the 60% design plans.

**TASK 3: 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. Technical Specifications to be used for the project will include FDOT 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 2 per the City and permitting agency comments.
- Prepare technical specifications for inclusion into the City provided contract

documents.

- Estimate anticipated construction time for contract purposes.
- Updated 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 4: PERMITTING**

Kimley-Horn will coordinate and meet with Broward County Highway Construction, Broward County Traffic, and permitting agencies having jurisdiction to verify permitting requirements for the replacement of the bridge. 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. **US Coast Guard**
  - a. Submit Bridge questionnaire for bridge replacement
2. **US Army Corp of Engineers**
  - a. Nationwide permit for in-water work
3. **South Florida Water Management District:**
  - a. General Permit for Drainage work
  - b. Right of way occupancy permit for C-14 Canal
4. **City of Pompano Beach**
  - a. Building Department
5. **Broward County Health Department**
  - a. Coordination to relocate existing 10" watermain

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 5: TOPOGRAPHICAL SURVEY**

Our sub-consultant, Keith and Associates Inc. will perform the following services: A survey of the McNab Road Bridge including bridge details. The roadway portions of McNab Road have already been included in the McNab Road Streetscape Project. This task will supplement that survey data. Bridge details include joint and bent locations/elevations, piers/pilings and abutments. Survey shall also include four cross sections: one on the north and south edges of the bridge and another pair approximately 100' from the bridge.

Survey shall be referenced to the Florida State Plane Coordinate System (NAD83/11) and the North American Vertical Datum of 1988 (NAVD88).

### **TASK 6: GEOTECHNICAL SERVICES**

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

- Four (4) Borehole Permeability (BHP) tests

The Geotechnical Sub-consultant, H2R will perform the following services:

- Standard Penetration Tests for proposed bridge piles
- 4 boring locations (2 on each side of the bridge)
- 13 samples/ boring location between 0' and 50'
- 13 samples/boring location between 50' and 100'
- Dynamic pile testing of proposed piles
- Cross hole Sonic Logging (if required)

Boring and test location will be approximately located in the field by our personnel by measuring distances with a tape from known reference points.

Prior to drilling at the project site, H2R 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.

H2R will produce a report that contains the exploration data, a discussion of the site and subsurface conditions, foundation recommendations for the bridge abutment and walls.

### **TASK 7: LIMITED BIDDING ASSISTANCE**

It is our understanding that the City will use a CMAR process to award the contact to a qualified contractor to construct the improvements. Kimley-Horn shall consult with and advise the City on the improvements during the contractor selection process. This task is limited to attendance of two (2) meetings during the contractor selection process. All responses by Kimley-Horn will be approved by the City prior to issuance. The City will be responsible in making the award.

**TASK 8: 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 360 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 twenty-four (24) 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 fifty-two (52) 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 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. The City shall be responsible for the distribution of advertisement, RFIs and addendums.
3. Individual public information meetings or hearings are not required.
4. A bridge development report will not be required
5. The City will provide notification and venue for the public meetings

## **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:

- 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.
- Utility relocation plans (outside bridge limits)
- Permit expediting services
- 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 1-8 for the lump sum fee of **\$576,779**. Billings will be monthly based on the progress of the Task.

<b>Tasks</b>	<b>Descriptions</b>	<b>Fee</b>
Task 1	Project Kick-off and Conceptual Design Development	\$25,000
Task 2	60% Contract Documents	\$233,700
Task 3	Final Contract Documents	\$106,600
Task 4	Permitting	\$23,000
Subtotal (Kimley-Horn)		<b>\$388,300</b>
Task 5	Topographical Survey (Keith)	\$7,105
Task 6	Geotechnical Engineering Services	
	H2R	\$45,165
	Florida Engineering and Testing	\$1,850
	Architectural renderings / Construction documents (CSA)	\$15,000
Total Design phase		<b>\$457,420</b>
Task 7	Limited Bidding Assistance	\$9,500
Task 8	Limited Construction Phase Services	
	Kimley-Horn	\$69,585
	H2R	\$30,274
	CSA	\$10,000
<b>TOTAL LUMP SUM</b>		<b>\$576,779</b>