

## **Exhibit “A” Scope of Work:**

### **Terra Mar Bridge Rehabilitation**

#### **Project Understanding**

The City of Pompano Beach “CLIENT” intends to repair the Terra Mar Drive bridge connecting the City of Pompano Beach and the Town of Lauderdale by the Sea. The project includes repair of the existing bridge caps and bulkhead/ seawalls. The anticipated repair methodology includes temporary lane closures during construction while performing the pile cap repairs. The bridge inspection report provided by the City rates the deck and superstructure in good condition; no repairs are proposed for these elements. Sections of the existing seawall under the bridge are made of stacked rocks that require repair. Sections of the existing seawall cap will also require repair. The City Utility Department requested that the existing 6” watermain on the north side of the bridge be upsized to at least 8” to increase water pressure on the island. The contract delivery method will be Construction Manager at Risk (CMAR).

Kimley-Horn proposes to contract with the following subconsultants:  
Keith and Associates Inc. (surveying services)

Items specifically not included are:

1. Replacement of existing bridge deck
2. Replacement of the existing bridge piles and superstructure
3. Design of temporary structures
4. Geotechnical Services

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

#### **Scope of Services**

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

#### **TASK 1: PROJECT KICK-OFF AND DATA COLLECTION**

Kimley-Horn will perform an initial site visit to observe existing conditions. 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.

Keith and Associates 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. This information will be used to develop plans for the upsizing of the existing 6" watermain on the north side of the bridge.

Kimley-Horn will provide project information for up to two (2) public meetings hosted by the City. The project information will include the anticipated construction sequence, temporary traffic control concept, and project schedule. Kimley-Horn will review comments received during the public meeting and incorporate those agreed to by the City. The anticipated repair procedure will be presented to City Commission for approval. The purpose of the Commission presentation will be to receive endorsement of the proposed improvements, so the design team can proceed with the 60% contract documents.

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

Kimley-Horn will prepare 60% contract documents for the proposed improvements based on the repair procedure 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.

### **Roadway Plans**

Roadway plans will include temporary traffic control plans and stormwater pollution prevention details. Utility adjustments will include temporarily supporting existing utilities attached to the bridge during repairs.

The following sheets are anticipated

- Cover Sheet
- General Notes
- Bid items
- Temporary Traffic Control Plan
- Utility Adjustment sheets
- Stormwater Pollution Prevention Plans
- Technical specifications

### **Structures Plans**

The structures plan will include the following sheets:

- Index of drawings
- General Notes and bid items
- Bridge plan and elevation
- Construction staging
- Miscellaneous Details
- Bent Plan and Elevation
- Superstructure section
- Retaining wall plan and elevation
- Retaining wall notes
- Retaining wall details

Due to recent bridge incidents involving cantilevered bridge sidewalks, Kimley-Horn will conduct an overturning analysis of the existing bridge deck with cantilevered sidewalk and mounted utilities. Signed and sealed design documentation of this analysis will be provided, and any recommendations forwarded to the City. Kimley-Horn will provide an opinion of probable construction cost for proposed bridge repairs 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. Proposed repairs will be based on FDOT Specifications. 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.
- Provide technical specifications for inclusion into the City’s front end documents.
- Provide estimated 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 4: PERMITTING**

Kimley-Horn will coordinate with Broward County Highway Construction, Broward County Traffic, and permitting agencies having jurisdiction to verify permitting requirements for the repair of existing bridge. Kimley-Horn will obtain permit applications and compile a schedule of permit fees for the City. Kimley-Horn will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. **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 5: 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 up to 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 selection and award.

**TASK 6: 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 240 calendar days. There are six separate limited construction phase services sub tasks regarding the Project. The sub tasks are as follows:

**Meetings****Resident Project Representative****Shop Drawing Review****Contract Clarification****Review of Pay Application****Project Close Out****Meetings:**

Kimley-Horn shall attend one (1) pre-construction meeting and bi-weekly progress meetings by teleconference 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 entails up to twenty-four (24) progress meetings. Kimley-Horn will prepare meeting minutes and provide to the CLIENT.

**Resident Project Representation:**

A Resident Project Representative ("RPR") shall be furnished by Kimley-Horn and shall act as directed by Kimley-Horn 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 thirty-two (32) 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.

**TASK 7: UPSIZING 6" WATERMAIN**

The City requested that the existing 6" watermain on the north side of the bridge be upsized to at least 8" to address water pressure issues on the island.

Kimley-Horn will identify and analyze requirements of governmental authorities having jurisdiction to approve/permit the utility relocation/rehabilitation project. Kimley-Horn will obtain permit applications and compile a schedule of permit fees for the City.

Kimley-Horn will provide preliminary design plans indicating the relocated water main and force main for review and comment by the City. Kimley-Horn will attend two (2) meetings with the City during the design process to discuss and review the project.

Kimley-Horn will provide the design plans indicating the relocated water main and force main. The proposed utility relocation plans will be in accordance with the preliminary design approach and review comments from the City. Plan sheets with details will be provided for the proposed mounting brackets and connection point modifications.

Kimley-Horn will provide technical specifications to detail the activities, materials, criteria, equipment, and payment to be incorporated into the project.

Kimley-Horn will prepare and submit permit applications and design data to the permitting agencies. Kimley-Horn will address up to two requests for information from the permitting agencies. All permit fees shall be paid by the City.

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

#### **Topographic Survey**

Survey of Terra Mar Drive from the west side of the intersection with E Terra Mar Drive to the west side of the intersection with SR A1A (600 LF). Survey shall extend from right-of-way line to right-of-way line. Survey shall show all surface features such as roadway, traffic striping, sidewalks, surface utilities, etc. Trees will be noted by common name and trunk diameter. Storm and Sanitary structures will be noted with invert elevation, diameter, material and direction.

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

#### **Horizontal Designation Services**

Horizontally mark any known tone able and non-tone able underground utilities that are represented on as-built plans, above ground appurtenances, and other miscellaneous utility records (to be provided by the CITY). Conductive utilities will be marked on the surface utilizing active geophysical prospecting techniques in conjunction with electromagnetic equipment utilizing passive radio and audio frequencies. Known non-conductive utilities and/or structures will be marked on the surface utilizing Ground Penetrating Radar (GPR), above ground features, professional judgment, utility plats and/or as-builts.

This task does not include identifying gravity systems, service laterals, irrigation, or overhead facilities unless specifically requested by the CLIENT and included in the scope of services.

#### **Location Services**

Perform up to (8) test holes at specific sites requested by the design engineer. Test holes will be utilized to expose utilities to minimize any potential for damage. Test holes performed will be of minimum size (usually 1' by 1'). Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored back as close as possible to their original condition. Installation of an identifiable above ground marker will be performed at each test hole location. Field markers will consist of a nail and disk in asphalt, or an iron rod and cap with survey stake in grassed areas. Test holes performed in the street will be patched using cold patch. The test hole number and utility will be identified on the ground or on the stake, as appropriate. A test hole summary report will be created providing coordinates, depth of cover, type, size and material if applicable.

### **ASSUMPTIONS**

The following assumptions are made:

1. City reviews of submittals will be provided in a timely manner.
2. The repair methodology will require temporary lane closures by the contractor.
3. The City shall be responsible for the distribution of advertisement, RFIs and addendums.
4. Public meetings will be combined with the McNab Road Bridge Replacement project

### **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.
- Permit expediting services
- Services not specifically mentioned in the "Scope of Services"
- Retrofit design of existing cantilevered sidewalk

### **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 **\$262,844**. Billings will be monthly based on the progress of the Task.

| Tasks  | Descriptions                         | Fee              |
|--|--------------------------------------|------------------|
| Task 1                                       | Project kick-off and Data Collection | \$5,000          |
| Task 2                                       | 60% Contract Documents               | \$82,600         |
| Task 3                                       | Final contract documents             | \$55,100         |
| Task 4                                       | Permitting                           | \$7,000          |
| Subtotal (Kimley-Horn)                       |                                      | <b>\$149,700</b> |
| Task 5                                       | Limited Bidding Assistance           | \$10,500         |
| Task 6                                       | Limited Construction Phase Services  |                  |
|  | Kimley-Horn                          | \$39,184         |
| Total Design and construction phase services |                                      | <b>\$199,384</b> |
| Task 7                                       | Upsizing 6" Watermain                |                  |
|  | Kimley-Horn                          | \$32,700         |
|  | Keith                                | \$30,760         |
| <b>TOTAL LUMP SUM</b>                        |                                      | <b>\$262,844</b> |