
SCOPE AND FEE

RLI E-61-14

Work Authorization No. 1

**Professional Engineering and Related Services for The Relocation
of Taxiway Delta**

Construction Phase Services

All terms and conditions of the original contract dated January 31, 2017 and approved via Ordinance No. 2017-22 remain unchanged and in full force and effect.

This Work Authorization, when executed, shall authorize Kimley-Horn and Associates, Inc. ("KHA" or "CONSULTANT") to provide Construction Phase Services for the Relocation of Taxiway Delta at the Pompano Beach Airpark for the City of Pompano Beach (CITY).

PROJECT DESCRIPTION

Kimley-Horn and Associates, Inc. (KHA) was issued a Professional Services Contract in February 2015 to provide design, permitting and public bidding support for the relocation of Taxiway Delta at the Pompano Beach Airpark (PMP). The project design has been completed and funding has been secured through the Florida Department of Transportation (FDOT). The project was advertised for public bidding and is in the process of award.

The relocation of Taxiway Delta includes the demolition of approximately 1500 lf. of existing Taxiway Delta and construction of approximately 3200 lf of new Taxiway. The new construction will be named Taxiway Golf since portions of the existing Taxiway Delta will remain. The project will also include airfield lighting, signage, drainage installation, paving and pavement markings. The current project estimate is approximately \$4.0 million.

SCOPE OF WORK

The scope of work identifies the level of effort that will be performed by KHA is for Construction Phase Services. A detailed description of this task follows:

CONSTRUCTION PHASE SERVICES

Following the CITY'S award of the construction contract, KHA will support the City in administering the construction contract. KHA's responsibility to provide Basic Services for the Construction Phase under this agreement commences with the award of the Contract for Construction and terminates at the earlier of the issuance by the CITY of the final contract completion or 30 days after the date of Substantial Completion of the Work. The contract time to substantial completion is 210 calendar days. Specific services to be provided include:

1. Prepare for and conduct two pre-construction meetings. One prior to the initiation of Phase 1 (materials procurement) and a second prior to initiation of Phase 2.
2. Review and approve (or take other appropriate actions as may be required) the contractor's shop drawings, design mixes and proposed materials to be used for compliance with the

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- construction documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs
3. Answer a reasonable number of requests for clarification of construction documents or to the Request for Information (RFI) received from the contractor.
 4. Review Contractor's Quality Control Testing reports including paving testing results to evaluate the percent within limits (PWL) to determine pay factors for bituminous surface course item.
 5. Conduct weekly progress meetings for the contract duration including preparation of meeting minutes. As part of weekly progress meetings; an assessment will be made of the progress of the project.
 6. Prepare weekly FAA Progress reports of construction activity.
 7. Review the contractor's monthly partial payment request, and recommend payment as appropriate. Based on KHA's on-site observations, as an experienced and qualified design professional, on information provided by the Resident Project Representatives (which is being provided by the City), on review of applications for payment and the accompanying data and schedules, KHA shall determine the amounts owing to Contractor(s) and recommend in writing payments to Contractor(s) in such amounts. By recommending any payment, KHA will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by KHA to check the quality or quantity of Contractor(s)'s work as it is furnished and performed, beyond the responsibilities specifically assigned to KHA in this AGREEMENT and the Contract Documents.
 8. Review requests for change orders and written explanations for their cause if and when necessary.
 9. Make visits to the site at intervals appropriate (estimated at 2 visits per month) to the various stages of construction as ENGINEER deems necessary in order to observe as an experienced and qualified design professional the progress of the various aspects of Contractor's work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in accordance with the Contract Documents and ENGINEER shall keep CITY informed of the progress of the work. KHA shall not during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, stop or have control over Contractor's work nor shall KHA have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing their work. Accordingly, KHA can neither guarantee the performance of the construction contracts by Contractor nor assume responsibility for Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
 10. Undertake one semi-final project observation and prepare a punch list of items for correction/completion by the contractor.
 11. Participate in the final project observation and final punch list review. KHA will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance

with the Contract Documents and the final punch list so that KHA may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, KHA shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of KHA's knowledge, information, and belief based on the extent of its services and based upon information provided to KHA upon which it is entitled to rely upon.

12. Review final record drawings prepared and provided by the Contractor. KHA shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals which are to be assembled by Contractor(s) in accordance with the Contract Documents (but such review will only be to determine that their content complies with the requirements of, and in the case of certificates of inspection, tests and approvals the results certified indicate compliance with, the Contract Documents); and shall transmit them to Owner with written comments.
13. Prepare contract closeout documentation consisting of the final adjusting change order, shop drawing and quantity logs, testing logs and summary of resolution of non-compliant test or special inspection results and review and approval of (or other appropriate action in respect to) the contractor's final request for payment.

SUPPORT TO BE PROVIDED BY THE CITY

The following is a summary of the support needed from the CITY to complete this project:

1. Pay necessary utility or permitting fees.
2. Assist with location of utilities.
3. Resident Project Representation (RPR) services will be provided by the City.
4. Quality Assurance Testing will be provided by the City.

COMPENSATION

KHA will accomplish the services outlined in this Scope of Services for the lump sum fee of **\$189,735**. Billings will be monthly based on the progress of the Tasks.

See Exhibit A for the breakdown of fees.

<i>Task Construction Phase Services- KHA</i>	<i>\$163,100</i>
<i>Sub-Consultant- Hillers Electrical Engineering</i>	<i><u>\$ 26,635</u></i>
<i>Lump Sum Total</i>	<i>\$189,735</i>

SCHEDULE

KHA will provide services in accordance with the construction schedule included in the Construction Contract.

"ENGINEER"

Witnesses:

Kimley-Horn and Associates, Inc.

Cory Dorman

Cory Dorman
Print Name

By: Gary R Ratay
Signature

GARY R RATAY
Print Name

Don W Eckersley

Don W Eckersley
Printed Name

Title: SENIOR ASSOCIATE

STATE OF FLORIDA
COUNTY OF Broward



The foregoing instrument was acknowledged before me this 23rd day of May, 2017 by Gary Ratay,
as Sr. Associate of Kimley-Horn and Associates, Inc., who is personally known
to me or who has produced _____

NOTARY'S SEAL:

Shanda S. Layne
(type of identification) as identification.
NOTARY PUBLIC, STATE OF FLORIDA
(Signature of Notary Taking Acknowledgment)
Shanda S. Layne
(Name of Acknowledger Typed, Printed or Stamped)
FF 092573
Commission Number



"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2017 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number