



O'Donnell Dannwolf & Partners Architects, Inc
2432 Hollywood Blvd
Hollywood FL 33020
(954) 518-0833

T.954.518.0833 F.954.518.0131

Extra Services

Proposal #: 7 (Rev #4)

Proposal Date: 11/30/2021

To: City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood FL 33022

Project: 536
Hollywood Police Dept.

The architect agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached ☐

Ordered By:

Customer Order:

Specifications Attached ☐

Description of Work	Amount
Required Environmental Assessment_Langan	107,250.00
Allowance #7 - 1 Langan Engineering Offsite	20,000.00
Offsite Drainage @ Driving Range_Kimley Horn	44,500.00
Offsite Drainage @ Driving Range_ODP	30,320.00
Allowance #7 - Task 1 Kimley Horn	32,000.00
Allowance #7 - Task 2 Kimley Horn	22,000.00
Allowance #7 - 4 ODP	12,830.00
ODP to coordinate design consultant's work with overall project documentation	
Coordination of permit submission responses	
Attendance at all project meetings	
Development of required graphics exhibits	

Notes

Redesign of Offsite Stormwater System on Remaining Driving Range

-Provide Environmental Services in accordance with Langan Engineering ASR # 4 dated July 2, 2021

-Provide Civil Engineering Services in accordance with Kimley Horn contract amendment #2 dated July 28, 2021 Tasks 1,2 & 3

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

268,900.00

The original Contract Sum was	3,831,500.00
Net change by previous Extra Services	98,420.00
The Contract Sum prior to these Extra Services	3,929,920.00
The Contract Sum will be changed by these Extra Services	268,900.00
The new Contract Sum including these Extra Services will be	4,198,820.00

Owner: _____ Date: _____

Architect: _____ Date: _____

Change Order

Continued...

Order: 7 (Rev #3)

Date: 08/05/2021

Description of Work	Amount
-ODP to coordinate Design and Administrative Services	
Additional Allowances (to be initiated by notice from City of Hollywood).	
Allowance #7 - 1 Langan Engineering Offsite- Langan Engineering to provide additional supplemental ground water assessment as needed. Cost not to exceed\$20,000 without prior authorization	
Allowance #7- Task 1 Kimley Horn- Kimley Horn to provide an Overall Drainage Analysis for Orangebrook golf course Existing conditions in accordance with Kimley Horn contract amendment #2B dated August 5,, 2021 Task 1. (Fee: \$32,000)	
Allowance #7 -Task 2 Kimley Horn-Kimley Horn to provide Proposed Drainage Analysis for Orangebrook golf course in accordance with Kimley Horn contract amendment #2B dated August 5, 2021 Task 2. (Fee: \$22,000.00)	
Allowance #7- ODP to provide Design and Administrative Services with regard to Allowances 1 through 4. (Fee: \$12,830.00)	

ADDITIONAL SERVICES REQUEST

DATE: 2 July 2021 **REVISED:** -
ASR NO: 4
CONTRACT: Subcontract for Professional Services between Architect and Consultant dated 27 April 2020
PROJECT NO.: 330065801
PROJECT TITLE: Hollywood Police Headquarters
ORDER BY: Ed O'Donnell, Carlos Echeverria
COMPANY: ODP Architects, Inc.

STATEMENT OF WORK

Langan Engineering & Environmental Services, Inc. (Langan) has prepared this additional services request (ASR) for ODP Architects, Inc. ("the client"), for the proposed City of Hollywood Police Headquarters at 400 Entrada Drive and 3250 Hollywood Boulevard in Hollywood, Florida (the Site). This scope of services is to assess the historic golf and driving range use of the Site, based on the findings of Langan's Phase II Environmental Site Assessment, dated 15 May 2021, and to meet the requirements for Site Assessment in accordance with Rule 62-780.600, Florida Administrative Code (FAC).

BACKGROUND

The approximately 17-acre Site is located in Hollywood, Florida, and is comprised of two contiguous parcels at 400 Entrada Drive and 3250 Hollywood Boulevard, identified as Folio Numbers 514217050010 and 514208010300, respectively. The Site consists of the northwestern 16 acres of the 400 Entrada Drive parcel, which also includes the Orangebrook Golf & Country Club, and the entirety of 3250 Hollywood Boulevard parcel.

Historical aerial photographs indicate the Site was developed as the northwestern part of the Orangebrook Golf & Country Club before 1940. By 1958, the Site was converted into a driving range. Between 1973 and 1976, the City of Hollywood Police Station was developed on the northern part of the Site. The southern two-thirds of the Site contains a driving range and asphalt parking lots. Additionally, the western adjoining area was agricultural in use from at least 1940 through 1961 and the northern adjoining area (across Hollywood Boulevard) was agricultural land from at least 1940 through 1951.

An underground storage tank (UST) farm consisting of two 10,000-gallon diesel USTs and a fuel dispenser island were located west-southwest of the police headquarters. These USTs and dispenser island were removed in September 1988. Additionally, two diesel USTs were located east of the police headquarters for an emergency generator. One 5,000-gallon diesel UST east of the building was abandoned in place and filled with sand or concrete in March 1989. One 4,000-gallon diesel UST remains in service east of the building for the emergency generator. An Early Detection Incentive (EDI) Program Notification Application, dated 21 January 1988, shows that one of the USTs in the former tank farm had leaked, as evidenced by groundwater sampling data on 8 December 1987. The Site was accepted into the state-funded EDI cleanup program on 17 June 1988 (EDI # 06-2503/FDEP Facility 068622418). Groundwater samples were collected from four wells surrounding the former UST farm and from two wells near the emergency generator USTs in December 1990 by GWL, Inc. Laboratory analysis of the six groundwater samples detected benzene above the current Groundwater Cleanup Target Level (GCTL) at the former UST farm. Additionally, lead was detected above the GCTL at all six wells.

No subsequent monitoring reports were located in public records. However, in correspondence dated 16 April 1993 from Broward County, a 19 March 1993 Quarterly Report prepared by GWL was approved. Langan did not find any laboratory sample results to review the levels of contaminants when Broward County issued its approval. On 12 August 1993, the FDEP issued a No Further Action (NFA) for the 8 December 1987 discharge.

During our Phase I ESA site reconnaissance, Langan observed a groundwater monitoring well on the southwestern and southern parts of the Site in the driving range. Langan did not find evidence of why groundwater monitoring well was installed.

Given the findings summarized above, Langan's Phase I ESA concluded that:

- The presence of a monitoring well in the driving range is a Recognized Environmental Condition (REC) in connection with the Site.
- The petroleum discharge dated 8 December 1987 associated with the former UST farm west-southwest of the police headquarters, for which NFA was granted, is a Historical REC (HREC) in connection with the Site.
- The historical use of the Site as a golf course and the western adjoining property as agricultural land, since at least 1940 through approximately 1958, might have included beneficial use of pesticides, herbicides, and fertilizers. Langan considers these past uses to be a Business Environmental Risk (BER), which could impact future redevelopment.

From 24 February 2021 through 15 April 2021, Langan completed a Phase II ESA for the Site to evaluate environmental concerns to be potentially encountered during redevelopment. This assessment focused on the potential concerns related to the former use of the Site as a golf course, current driving range and the former and current UST areas. Langan's Phase II ESA dated 24 May 2021 identified the following:

- The upper two feet of soil throughout the Site contains arsenic concentrations in the soil above the Soil Cleanup Target Level (SCTL). The vertical and horizontal extent of the impacted soil is unknown.
- Heptachlor epoxide, an organochlorine pesticide, slightly exceeds the SCTL in the upper six inches of soil in the asphalt parking area east of the driving range.
- Concentrations of ethylbenzene and naphthalene were detected above the SCTL in the northeastern corner of the former 10,000-gallon diesel UST farm.
- Arsenic was detected above the GCTL in one well located on the east-central part of the driving range. The extent of the arsenic in groundwater around C4 is unknown.

On 2 June 2021, Langan, the client and the City of Hollywood met with the Broward County Environmental Engineering & Permitting Division (the Division) to discuss the analytical results. The Division indicated a Site Assessment in accordance with Rule 62-780.600, FAC, and an Environmental Assessment & Remediation (EAR) License in accordance with Chapter 27, Broward County Code are required for the pesticides and herbicide contamination identified by Langan's Phase II ESA. However, the Division indicated that for the petroleum contamination in the UST area, which previously obtained an NFA, the City of Hollywood may: (1) request the NFA be rescinded and allow the contamination be assessed under the state funded program, (2) leave the contamination in place and manage the contamination during construction, or (3) voluntarily assess and remediate the contamination. Additionally, in correspondence dated 30 June 2021, the Division indicated that if the contamination is delineated to within the Site boundaries, no off-site assessment would be required.

This ASR has been prepared to assess the presence of pesticides at the Site, associated with the historic use of the Site as a golf course and driving range. ASR #5 has been provided for the impacts identified in the UST area.

SCOPE OF SERVICES

Langan will perform the following additional services.

Task 1 - Soil and Groundwater Assessment

Langan will conduct field work according to the Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (revision January 2017, effective April 2018). We will subcontract a licensed drilling contractor to provide direct-push drilling services and an environmental laboratory certified by the National Environmental Laboratory Accreditation Program to provide analytical services. Before drilling, Langan will mark the sample locations and initiate a public utility clearance through Sunshine State One-Call. If available, we request that you provide us with drawings or other documentation of subsurface utilities. Langan and its subcontractors will not be responsible for damage to utilities not identified to us. At each soil boring location, Langan will describe the lithology and record the depth to groundwater, and note odors or staining.

We will divide the Site into the following assessment areas, based on the historic use of the Site and the likelihood for the similar application of pesticides and herbicides in each area:

- (1) Driving range tees and historic practice green,
- (2) Driving range landing area,
- (3) Police station, and
- (4) Parking lots along Entrada Drive

Soil

Within each area, Langan will advance ten evenly distributed soil borings using a Geoprobe. At each soil boring, Langan will collect discrete soil samples from zero to six inches below land surface (bls), six inches to two feet bls, two feet to four feet bls, and four to six feet bls¹. We will request the laboratory analyze the samples as follows:

- Soil samples collected from zero to six inches bls, six inches to two feet bls and two to four feet bls will be analyzed for arsenic, copper and chromium by EPA method 6020 and leachable arsenic and copper by the Synthetic Precipitation Leachate Procedure and EPA method 6020 (120 samples total);
- Soil samples collected from zero to six inches bls and six inches to two feet bls will be analyzed for organochlorine pesticides by EPA method 8081; and
- Soil samples from two borings in each area will be analyzed for chlorinated herbicides by EPA method 8151 (24 samples total).

We will request the laboratory archive the discrete samples from four to six feet bls for future analysis only if the results from two to four feet bls exceed the SCTL. Soil sample locations are shown on Figure 1.

Groundwater

Langan will install monitoring wells to evaluate the groundwater quality based on the soil and groundwater sample results from our Phase II ESA. The groundwater assessment requirements will be different for each area as described below:

- (1) Driving range tees and historic practice green – Two monitoring wells were installed in this area during our Phase II ESA, the results for which did exceed the GCTL. Because this area is likely

¹ The groundwater table was encountered between two and six feet bls during our March 2021 sampling event.

to have had higher application rates of pesticides, we will install two additional shallow monitoring wells.

- (2) Driving range landing area – Two monitoring wells were installed in this area during our Phase II ESA, and the results for arsenic in monitoring well C4 exceeded the GCTL. We will install one shallow monitoring well (a replacement for C4) and one deep monitoring well at the location of C4, and four shallow monitoring wells (one in each cardinal direction) approximately 30 ft from C4.
- (3) Police station - Two monitoring wells were installed in this area during our Phase II ESA, the results of which did exceed the GCTL. One additional shallow monitoring well will be installed in the eastern parking lot of the Police Station.
- (4) Parking lots along Entrada Drive – No monitoring wells were installed in this area during our Phase II ESA. We will install three shallow monitoring wells in these parking lots.

The wells will be installed using the hollow stem auger attachments of Geoprobe drill rig via the direct-push method and will be two inch diameter polyvinylchloride (PVC). A total of 11 shallow wells will be installed and constructed 10 feet of well screen and two to five feet of solid riser, depending on the depth to water at the well location. One deep monitoring well be installed and constructed of one inch diameter PVC, cased to 20 feet bls with three to four inch diameter PVC, and constructed of five feet of well screen and 25 feet of solid riser.

At least 24 hours following installation, Langan will collect groundwater samples from the monitoring wells for laboratory analysis of arsenic by EPA method 6020 and organochlorine pesticides by EPA method 8081 (12 samples total). Additionally, the wells in the parking lots along entrada drive will be analyzed for chlorinated herbicides by EPA method 8151 (four samples total).

Top of Casing and Well Location Survey

A Langan Professional Land Surveyor (PLS) will survey the well locations with respect to the site development, and top-of-casing measurements with respect to the North American Vertical Datum of 1988 (NAVD 88). We anticipate the survey will take 12 hours to complete.

Investigative Derived Waste (IDW) Management

We will drum excess drill cuttings and development and purge water. Once the assessment is complete, Langan will subcontract a licensed waste hauler to remove the drums for off-site disposal. Disposal of ten drums is included in this task.

Task 2 – Supplemental Soil and Groundwater Assessment

Upon completion of the soil and groundwater assessment recommended in Task 2, we anticipate additional assessment will be required prior to submitting a Site Assessment Report. At this time it is difficult to anticipate the scope of additional assessment; however, we understand you require this information for approval by the City Commission. A change order for supplemental assessment for services not included herein may be required.

Soil

Based on our experience with similar projects, the Division will likely require soil samples along the Site boundary. We anticipate up to 20 additional soil borings. At each soil boring, Langan will collect discrete soil samples from zero to six inches below land surface (bls), six inches to two feet bls, two feet to four feet bls, and four to six feet bls. We will request the laboratory analyze the samples from zero to six inches bls, six inches to two feet bls, two to four feet bls and four feet to six feet bls for analysis of arsenic by EPA method 6020 (80 samples total).

Groundwater

Based on our experience with similar projects, the Division will likely require shallow groundwater monitoring wells at each location where leachable arsenic is detected and monitoring wells along the Site boundary. We anticipate 10 additional monitoring wells. The ten shallows wells will be installed using the hollow stem auger attachments of Geoprobe drill rig and constructed similarly to those in Task 1. At least 24 hours following installation, Langan will collect groundwater samples from the monitoring wells for laboratory analysis of arsenic by EPA method 6020 (10 samples total).

Top of Casing and Well Location Survey

A Langan Professional Land Surveyor (PLS) will survey the well locations with respect to the site development, and top-of-casing measurements with respect to the North American Vertical Datum of 1988 (NAVD 88). We anticipate the survey will take eight hours to complete.

Investigative Derived Waste (IDW) Management

We will drum excess drill cuttings and development and purge water. Once the assessment is complete, Langan will subcontract a licensed waste hauler to remove the drums for off-site disposal. Disposal of four drums is included in this task.

Task 3 – Data Evaluation and Reporting

Langan will compare the laboratory results to the Groundwater Cleanup Target Levels (GCTLs) and Soil Cleanup Target Levels (SCTLs) in Chapter 62-777, FAC. We will discuss the results with you before preparing a report. We will prepare a Site Assessment Report as defined by Chapter 62-780.600, FAC that discusses the assessment methodologies and evaluates the field and laboratory data. The report will include a scaled figure showing sample locations; analytical summary tables; statistical calculations; groundwater sampling logs; soil boring logs; well construction logs; laboratory reports; and disposal manifests for IDW.

Task 5: Soil Management Plan

Upon completion of the initial soil assessment, we anticipate sufficient data will be available to prepare a Soil Management Plan (SMP). When developing a site with contaminated soil, a SMP that describes how contaminated soil will be managed during construction is recommended. The SMP shall:

- Specify the areas from which specific volumes of contaminated soil will be excavated, the locations where the soil will be stockpiled temporarily, the areas where the soil will be placed, and the disposal facility to which excess contaminated soil will be transported;
- Include scaled figures showing the excavation, stockpile, and placement areas;
- Describe the process by which the movement of contaminated soil on and off site will be documented;
- Describe the process by which contaminated soil will be characterized for off-site disposal; and
- Provide protections for worker's health and safety.

Langan will prepare the SMP as guidance for the client's general contractor. It is our experience that the details of the SMP will be modified as the construction schedule and the construction means and methods are developed. We expect, therefore, that the SMP could go through more than one revision before it is finalized.

Task 5 – Meetings

Langan will attend meetings and conference calls with the client, design team, and the Division. We will provide these services on an hourly basis. We recommend an allowance of \$4,000 for this task.

FEES:

We propose to complete the additional scope of services for the additional fees as follows:

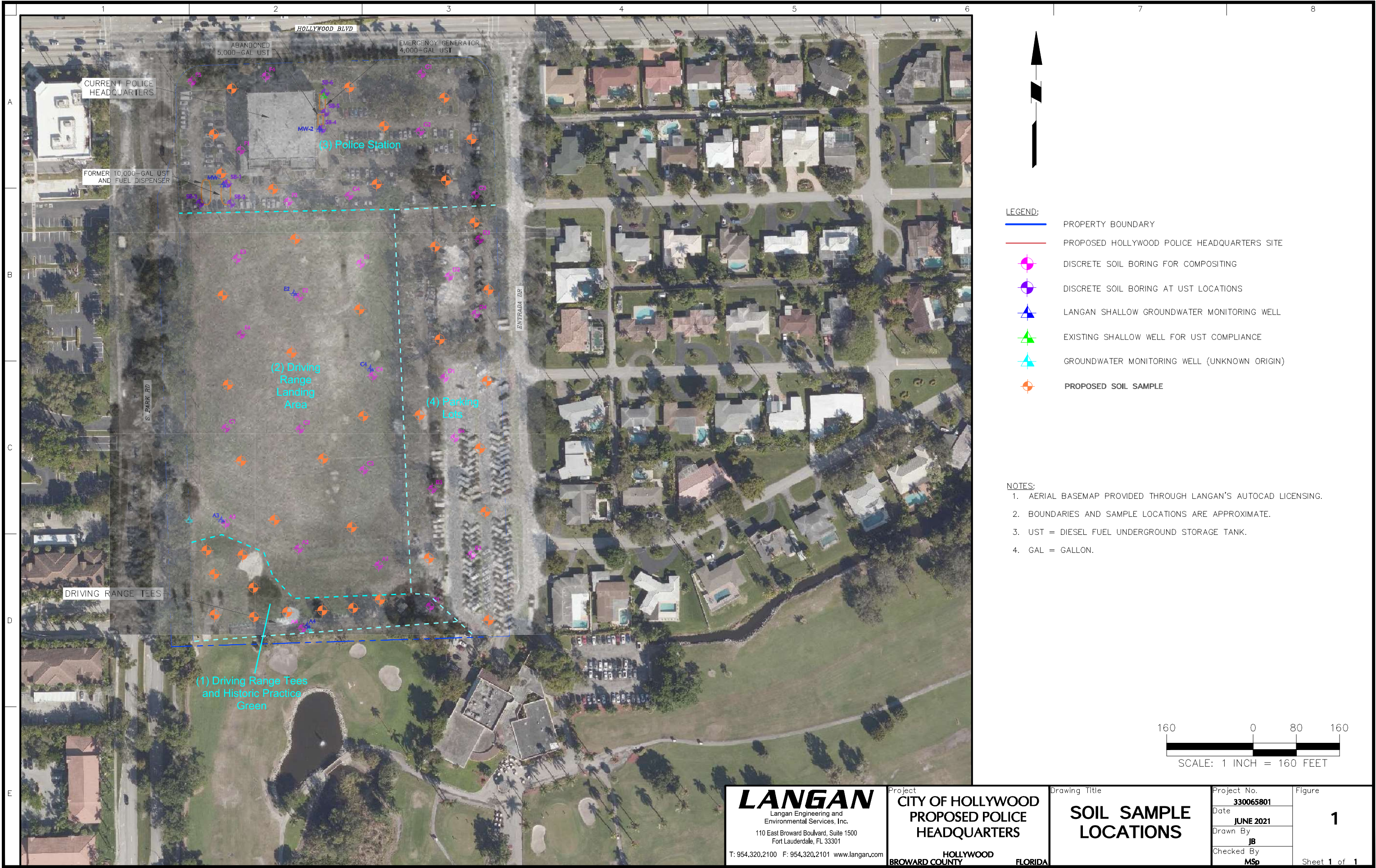
Task	Description	Fees
1	Soil and Groundwater Assessment Soil and Groundwater Sampling Top of Casing and Well Location Survey Drilling (subcontracted) Laboratory Analysis (subcontracted) IDW Disposal Reimbursable Expenses (truck, mileage, equipment) Task 1 Sub-total	 \$14,000 \$ 1,500 \$18,000 \$27,500 \$ 1,500 <u>\$ 1,500</u> \$64,000
2	Supplemental Soil and Groundwater Assessment Soil and Groundwater Sampling Top of Casing and Well Location Survey Drilling (subcontracted) Laboratory Analysis (subcontracted) IDW Disposal Reimbursable Expenses (truck, mileage, equipment) Task 2 Sub-total	 \$ 7,500 \$ 1,000 \$ 11,750 \$ 2,750 \$ 500 <u>\$ 750</u> \$ 24,250
3	Data Evaluation and Reporting Data Evaluation Reporting Task 3 Sub-total	 \$ 1,000 <u>\$ 6,000</u> \$ 7,500
4	Soil Management Plan	\$ 7,500
5	Meetings	\$ 4,000
	Total Change Amount	\$107,250

LANGAN will proceed with the above described scope of services based on the below authorization. If notified to stop work on these services the client agrees to pay Langan for all work completed up to the stop work notification.

Agreement Authorized By: _____


for Langan: Vincent D. Yarina, PG, CEM
Principal/Vice President

Attachments: Figure 1 – Soil Sample Locations
Figure 2 – Groundwater Sample Locations



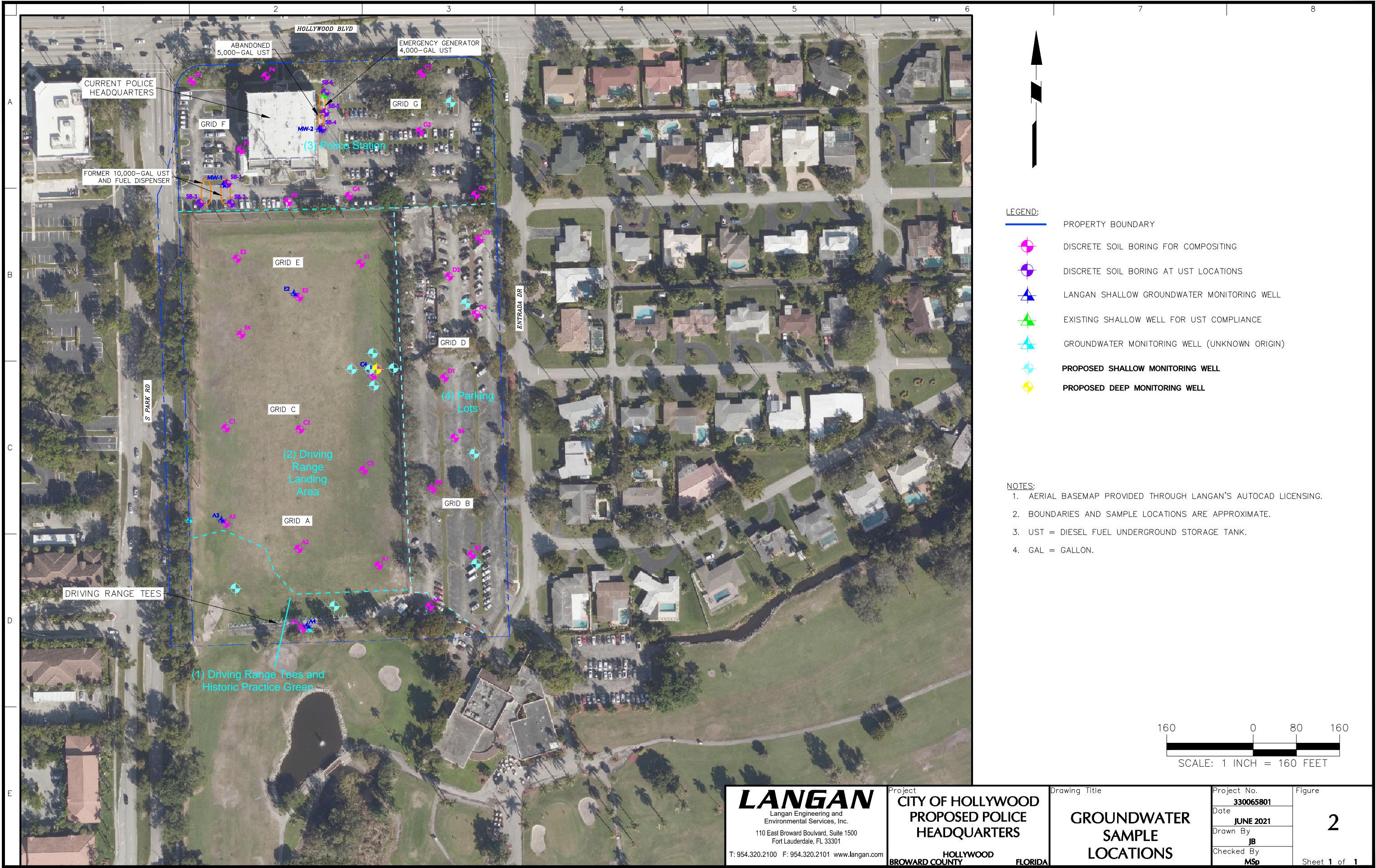
LANGAN
Langan Engineering and
Environmental Services, Inc.
110 East Broward Boulevard, Suite 1500
Fort Lauderdale, FL 33301
T: 954.320.2100 F: 954.320.2101 www.langan.com

Project
**CITY OF HOLLYWOOD
PROPOSED POLICE
HEADQUARTERS**
**HOLLYWOOD
BROWARD COUNTY FLORIDA**

Drawing Title
**SOIL SAMPLE
LOCATIONS**

Project No.
330065801
Date
JUNE 2021
Drawn By
JB
Checked By
MSp

Figure
1
Sheet 1 of 1



Offsite Drainage @ Driving Range Kimley Horn

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 2 dated July 28, 2021 to the agreement between **O'Donnell Dannwolf & Partners Architects, Inc.** ("Client") and **Kimley-Horn and Associates, Inc.** ("Consultant") dated January 15, 2020 ("the Agreement") concerning the police headquarters development known as Hollywood Police Headquarters to be located at 3250 Hollywood Boulevard, in the City of Hollywood (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The original scope of services for the proposed Police Headquarters included one (1) on-site stormwater pond and associated calculations. This Amendment scope is for the design services associated with the proposed off-site pond described below.

The City of Hollywood has requested Kimley-Horn to provide design, permitting, and construction phase services for an off-site stormwater pond. Portions of the existing Orangebrook Golf Course driving range currently function as a stormwater storage facility for the golf course and adjacent properties. The purpose of the off-site stormwater pond is to replace the stormwater storage volume that is being displaced by the proposed Police Headquarters development, in accordance with local and regional stormwater design criteria. In this scope of services, the off-site pond will be constructed within the existing driving range.

If the City determines that the off-site pond will need to be located on the Orangebrook Golf Course, the tasks listed in Amendment 2B will also be required in addition to the tasks listed in Amendment 2. Please refer to Amendment 2B for additional information.

Kimley-Horn assumes that the remaining driving range area (north of the proposed Project) is of sufficient size to locate the off-site stormwater pond referenced in Task 1. If the calculations performed within Task 1 have results that show the remaining driving range area is not sufficiently sized for the off-site stormwater volume required, additional coordination and analysis will be required to locate the remaining stormwater volume. This additional coordination and analysis can be provided by Kimley-Horn, as an additional service, at the Client's request.

Kimley-Horn understands that an environmental study was performed (by others) and that contaminants, including arsenic, have been detected within the proposed project area. Kimley-Horn assumes that the environmental analysis, permitting, and remediation of the existing contaminants, to be completed by others, and will not impact the proposed configuration and location of the off-site and/ or on-site stormwater ponds.

The Consultant shall perform the following Additional Services:

Task 1 – Off-Site Stormwater Pond Design and Construction Plans (within Existing Driving Range Boundary)

Based on the approved off-site stormwater pond location provided by the Client, Kimley-Horn will perform engineering and design services for the off-site stormwater pond ("Driving Range Pond"). Drainage calculations will be performed to size the Driving Range Pond such that the existing floodplain storage within the driving range is not lost because of the proposed Police Headquarters development. This task also includes the preparation of the Civil Construction Documents. These Construction Documents include modifications to the existing storm drainage system within the

clubhouse parking lot (located to the east of the existing driving range and to the north of the existing Organebrook Golf Course clubhouse) and the proposed grading and drainage design for the proposed Driving Range Pond.

This task does not include modifications to any stormwater infrastructure outside of the existing driving range and the clubhouse parking lot areas. This task does not include the redesign and/or layout of the existing clubhouse parking lot after the drainage facilities are constructed. The parking lot design can be provided by Kimley-Horn, at the Client's request, as an additional service.

Construction Documents will be prepared to a level suitable to submit with permit applications for regulatory agency review. The Driving Range Pond Construction Documents will include the following;

1. Site demolition and erosion and sediment control plans, notes, and details.
2. Storm drainage systems including stormwater management design, flood routing, pipe materials and sizing, grate and invert elevations, coordination of station/offset locations, grating systems within landscape areas, and construction details and specifications.
3. Grading design for the proposed off-site stormwater pond, horizontal control, spot elevations and elevation contours, and construction details and specifications. Retaining walls, if required, will be provided by the Client's Structural or Geotechnical Consultant. Subgrade treatment recommendations will be provided by the Client's Geotechnical Consultant.

Task 2 – Regulatory Agency Approval – Off-site Stormwater Pond

Kimley-Horn will assist the Client in preparation of permit applications with supporting documentation to the following jurisdictional regulatory agencies. Kimley-Horn will address reasonable comments for the regulatory agency submittals identified below. Any plan revisions or comments that require a significant design change may result in an Additional Service.

1. **City of Hollywood:**
 - a. Building Permit (Applications and submittals handled by the Client's permit expeditor)
 - b. Public Works and Engineering Department Review
 - c. Stormwater Pollution Prevention Review
2. **Broward County:**
 - a. Broward County Surface Water Management – (Stormwater Management License, SWM)
 - b. South Florida Water Management District (SFWMD) – (Environmental Resource Permit, ERP) (if required)

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 Client. Kimley-Horn is not responsible for extending time limited entitlements or permits. Kimley-Horn can provide hourly additional services to file for extensions, if applicable, provided the Client issues a direct written request for each requested entitlement, prior to the dates of expiration. The Client shall provide all permit fees.

Task 3 – Construction Phase Services

Consultant will provide professional construction phase services for an anticipated 6-month period as specifically stated below:

1. **Pre-Construction Meeting and Bid Document Preparation:** Consultant will attend one (1) pre-construction meeting and prepare three (3) copies of the final design documents. Consultant will issue the final design documents for the submittal of quotations to perform the work and will conduct one (1) pre-bid meeting with potential bidders.

2. **Visits to Site and Observation of Construction:** Consultant will provide on-site construction observation services during the construction phase. Consultant will make up to six (6) site visits (which shall be inclusive of all site visits outlined in this task). Additional site construction observations requested by the Client can be provided as additional services. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress.

Kimley-Horn shall not have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

3. **Clarifications and Interpretation:** Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.
4. **Shop Drawings:** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and other data which Contractor is required to submit, but only for conformance with the information given in the Contract 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.
5. **Substitutes and "or-equal.":** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.
6. **Inspections and Tests:** Consultant may require special inspections or tests of Contractor's work as Consultant deems appropriate, and may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Observe construction of site improvements as required by the applicable agencies for certification of completion as follows:

- a. Attend one (1) punch list evaluations with applicable agencies of drainage systems.
- b. Review record drawings of drainage systems as required for certification to applicable agencies. Record drawing information will be provided by the Contractor's registered Florida Surveyor during and after completion of construction.
- c. Prepare final certification and requests for release to place stormwater drainage systems into service to the applicable agencies.

7. **Substantial Completion:** Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
8. **Final Notice of Acceptability of the Work:** Consultant 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.

Limitation of Responsibilities: Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

1. Client approved site plan, Architectural drawings, including building utility plans (AutoCAD and PDF copy)
2. Access to the property
3. Geotechnical reports
4. Environmental Site Assessment reports
5. ALTA Survey including topographic boundary (AutoCAD and PDF copy)
6. Subsurface Utility Exploration (SUE)

Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1 through 3** for the total lump sum labor fee below, exclusive of expenses. Individual task amounts are informational only. All permit applications and similar project fees will be paid directly by the client.

Offsite Drainage @ Driving Range_Kimley Horn

Task 1	Off-Site Stormwater Pond Design and Construction Plans	\$16,000
Task 2	Regulatory Agency Approval – Off-site Stormwater Pond	\$17,500
Task 3	Construction Phase Services	\$11,000
Total Estimated Labor Fee		\$44,500

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLIENT:
O'Donnell Dannwolf & Partners
Architects, Inc.
be paid directly by the Client.

CONSULTANT:
Kimley-Horn and Associates, Inc.
All permitting, application, and similar project fees will

By: _____

Title: _____

Date: _____

By:  _____

Title: Vice President

Date: July 28, 2021

AMENDMENT NUMBER 2B TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

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The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Project Understanding

The City of Hollywood has requested Kimley-Horn provide a scope and fee for an existing and proposed conditions hydrology and hydraulic (H&H) analysis of the Orangebrook Golf Course. The purpose of the analysis is to understand the hydrologic & hydraulic conditions at the golf course, understand the nature and size of off-site areas draining through the golf course, and evaluate a future-conditions development scenario of the area draining to the existing pump station located upstream (northeast corner of the Orangebrook Golf Course).

The tasks described in Amendment 2B, together with the tasks described in Amendment 2, include the preparation of the drainage calculations and the design plans to allow for the proposed Police Headquarters off-site stormwater pond to be located on the Orangebrook Golf Course. The regulatory agency assistance task in Amendment 2 includes the permitting of the off-site pond within the Driving Range. If the selected design alternative includes either the on-site or off-site stormwater pond to be located on the Orangebrook Golf Course and connected to the overall Orangebrook Golf Course stormwater system, additional permitting and design effort will be required. Kimley-Horn can provide the additional regulatory agency assistance to permit and construct the pond(s) on the golf course, as an additional service, at the Client's request.

If the calculations performed within Tasks 1 and 2 have results that show that the Golf Course area is not sufficient for the off-site stormwater volume required, additional coordination and analysis will be required to locate the remaining stormwater volume. This additional coordination and analysis can be provided by Kimley-Horn, as an additional service, at the Client's request.

Kimley-Horn understands that an environmental study was performed (by others) and that contaminants, including arsenic, have been detected within the proposed project area. Kimley-Horn assumes that the environmental analysis, permitting, and remediation of the existing contaminants, to be completed by others, and will not impact the proposed configuration and location of the off-site and/ or on-site stormwater ponds.

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Allowance #7 - Task 1 Kimley Horn

Allowance #7 - Task 2 Kimley Horn

The Consultant shall perform the following Additional Services:

Task 1 – Existing Drainage Analysis for Orangebrook Golf Course

Subtask 1A:

Desktop Review of Existing Stormwater ERP Permits

Kimley-Horn will review existing BCSWM and SFWMD surface water permits for areas draining to and through the Orangebrook Golf Course. This review will include areas draining to the existing pump station, located northeast of the golf course and south of Hollywood Boulevard. The deliverable for this subtask is a technical memorandum summarizing the existing permits, overall basin area, and stormwater facilities draining to the existing pump station. The memorandum will also note any existing hydrologic & hydraulic (H&H) studies that have been performed in the area.

Subtask 1B:

Hydrology and Hydraulic (H&H) Analysis of Existing Orangebrook Golf Course Stormwater System

Kimley-Horn will prepare a hydrologic & hydraulic (H&H) analysis of the existing Orangebrook Golf Course stormwater system. The analysis will be based on the findings of Subtask 1A.

Kimley-Horn will prepare an existing conditions drainage basin map, of up to 30 basins of intermediate scale, of the study area. Kimley-Horn will delineate the basins using the results of Subtask 1A, available record drawings, and available LiDAR aerial topographic information. Kimley-Horn will also use this information to develop an existing conditions node and link schematic of the study area. Kimley-Horn will calculate hydrologic parameters for the basins including curve number, percent impervious, time of concentration, initial stages, and stage-area relationships using publicly available data sets and available record information.

Kimley-Horn will prepare an H&H model of the study area using ICPR v. 4.0.7. The analysis will be prepared as a 1D H&H analysis and does not include the analysis of groundwater or 2D overland flow. Kimley-Horn assumes the downstream boundary condition for the analysis to reflect operating conditions at the existing pump station. Kimley-Horn relies upon the availability and accuracy of stormwater pump records for this analysis, to be provided by the Client, City of Hollywood, Broward County Stormwater Division, or South Florida Water Management District.

Kimley-Horn will run the H&H model for the 100-year, 72-hour storm event. Kimley-Horn will delineate the flood extents associated with the 100-year, 72-hour storm event within the Orangebrook Golf Course property and the proposed Police Headquarters site.

Kimley-Horn will prepare a memorandum summarizing the findings of the analysis. Kimley-Horn will prepare an Existing Conditions 100-year 72-hour Flood Extents Workmap, a Drainage Basin Workmap, and a summary of hydrologic calculations and assumptions as an appendix to this memorandum.

Revisions to the analysis based on Client comments, questions, or revision requests, are not included in this scope of services. Revisions can be completed at the Client's request, as an additional service.

Task 2 – Proposed Drainage Analysis for Orangebrook Golf Course

Kimley-Horn will prepare a drainage analysis for the Orangebrook Golf Course for interim proposed conditions and future conditions. The interim proposed conditions scenario will include development associated with the Police Headquarters. The future conditions scenario will include development associated with the Police Headquarters and the future private development in the

vicinity of the current Police Headquarters site and the northern half of the Orangebrook Driving Range.

This task does not consider the effects of any future development outside of the areas listed above and does not consider the effects of further development within the watershed. Each scenario will be prepared one time based on a Client-approved site plan or Client-approved concept plan of the area.

Kimley-Horn will revise the existing conditions drainage basin map to reflect the interim proposed conditions and future conditions. Kimley-Horn will modify hydrologic parameters and the H&H model prepared as part of Subtask 1B to reflect interim proposed conditions and future conditions. This scope of services does not include more than one (1) scenario for the proposed and future conditions. If additional scenarios are requested, Kimley-Horn can revise the drainage model as an additional service.

Kimley-Horn will run the H&H model for the 100-year, 72-hour storm event. Kimley-Horn will delineate the flood extents associated with the 100-year, 72-hour storm event within the Orangebrook Golf Course property and the proposed Police Headquarters site.

Kimley-Horn will revise the memorandum prepared in Subtask 1B, summarizing the findings of the analysis. Kimley-Horn will prepare Interim Proposed Conditions and Future Conditions 100-year 72-hour Flood Extents Workmaps, Drainage Basin Workmaps, and a summary of hydrologic calculations and assumptions as an appendix to this memorandum.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

1. Client approved site plan, Architectural drawings, including building utility plans (AutoCAD and PDF copy)
2. Access to the property
3. Geotechnical reports
4. Environmental Site Assessment reports
5. ALTA Survey including topographic boundary (AutoCAD and PDF copy)
6. Subsurface Utility Exploration (SUE)

Fee and Expenses

Kimley-Horn will perform the services in **Tasks 1 and 2** for the total lump sum labor fee below, exclusive of expenses. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1	Existing Drainage Analysis for Orangebrook Golf Course	\$32,000
Task 2	Proposed Drainage Analysis for Orangebrook Golf Course	\$22,000
Total Estimated Labor Fee		\$54,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLIENT:
O'Donnell Dannwolf & Partners
Architects, Inc.

CONSULTANT:
Kimley-Horn and Associates, Inc.

By: _____

Title: _____

Date: _____

By:  _____

Title: Vice President

Date: August 5, 2021