

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2025, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter the "City"), and **Enter Text**, a corporation authorized to do business in the State of Florida, whose principal office is located at **Enter Text**, whose Federal I.D. number is **Enter Text** (hereinafter referred to as "CONSULTANT").

WHEREAS, the Gracewood Neighborhood Project is part of the Local Agency Program overseen by the Florida Department of Transportation Projects, which excludes the use of continuing services contracts; and

WHEREAS, as part of the Gracewood Neighborhood Project, an engineering design is necessary; and

WHEREAS, the CONSULTANT specializes in civil engineering services and provides such design services; and

WHEREAS, the Department of Design and Construction Management requires the expertise of CONSULTANT for the preparation of the assist staff in implementing the Gracewood Neighborhood Project Project.

NOW, THEREFORE, in consideration of the mutual promises herein, the CITY and the CONSULTANT hereby agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services for the design of the Gracewood Neighborhood Project more specifically, set forth in the attached Exhibit "A".

The CONSULTANT'S Representative shall be: **Enter Text**

The City's Representative shall be: Elisa Iglesias, Deputy Director of Design & Const. Mgmt.
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The CONSULTANT shall commence services upon receipt of the Notice to Proceed (NTP) and shall complete all services by **Enter Text**.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall not exceed a total contract amount of \$ **Enter Text**, as proposed by the CONSULTANT and accepted by the CITY. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The CONSULTANT will bill the City on a percent complete basis against the total amount set forth in Exhibit "A" for services rendered toward the completion of the Scope of Services and as outlined in Exhibit "A". It is acknowledged and agreed to by the CONSULTANT that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, CITY'S obligation to pay CONSULTANT but does not include a limitation upon CONSULTANT'S duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the CONSULTANT pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, CONSULTANT will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the City. This final invoice shall also certify that all services provided by CONSULTANT have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

The CITY will conduct effective negotiations, including but not limited to the refined scope of work, the evaluation factors and their relative importance, and the CITY'S independent estimate.

The CITY will request that the CONSULTANT submit an audit package to verify the costs. The package will include the following:

- Direct wage or salary rates on the form of payrolls and other supporting documentation of direct wages of Consultant and SUB-CONSULTANT personnel for each job classification identified. Direct salary rates are not negotiated per 23 CFR 172.11(b) (2).
- Indirect cost rates or multipliers.

The CITY will perform a determination of allowable costs in accordance with the Federal cost principles, including a detailed analysis of costs proposed by CONSULTANT using the audit package submitted by the CONSULTANT.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the City, with or without cause, immediately upon written notice from the City's Representative to the CONSULTANT. Unless the CONSULTANT is in breach of its Contract, the CONSULTANT shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the CONSULTANT, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

CONSULTANT shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the CONSULTANT authorized to use the City's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 25 Operating Budget for this Contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the CONSULTANT allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least 30 days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

Certificates of Insurance must list the Florida Department of Transportation as an additional insured.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 2,000,000.00
2. Products-Comp/Op Aggregate	\$ 1,000,000.00
3. Each Occurrence	\$ 1,000,000.00
4. Personal & Adv. Injury	\$ 1,000,000.00
5. Fire Damage	\$ 50,000

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

2. Professional Liability

Professional Liability with minimum limits of \$1,000,000.00 for each claim/ \$2,000,000.00 aggregate. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

CONSULTANT shall notify the CITY Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the CONSULTANT shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's

employees unless such employees are covered by the protection afforded by the CONSULTANT. The CONSULTANT and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

- A. Workers' Compensation \$500,000
- B. Employer's Liability \$500,000

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

To the extent provided by law, CONSULTANT shall indemnify, and hold harmless the CITY and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of CONSULTANT, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by CONSULTANT. The foregoing indemnification shall not constitute a waiver of the Department's or the CITY's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify CITY for the negligent acts or omissions of CITY, its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by CONSULTANT to indemnify the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the CONSULTANT shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the CONSULTANT. The City agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notice by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notice and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the City shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The CONSULTANT shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with CITY is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by CONSULTANT.

ARTICLE 19 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the CONSULTANT agree that this Contract together with the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of

any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the City's notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and the CITY, and if such amendment is in excess of \$50,000 it must also first be approved by the CITY Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Hollywood, Dept. of Design and Construction Management
Attn: Elisa Iglesias
P.O. Box 229045
Hollywood, FL 33022

With A Copy to: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

and if sent to the CONSULTANT shall be mailed to:

Enter Text

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by CONSULTANT in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by CONSULTANT to City within ten days of notice of termination. If applicable, City may withhold any payments then due to CONSULTANT until CONSULTANT complies with the provisions of this section.

Exhibits:

- A. DBE Bid Package Information
- B. Truth in Negotiation Certificate
- C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- D. Certification for Disclosure of Lobbying Activities on Federal_Aid Contracts
- E. Disclosure of Lobbying Activities
- F. Local Agency Program Federal_Aid Terms for Professional Services Contracts
- G. Consultants Proposal dated **Enter Text**
- H. Performance Evaluation
- I. Request for Qualification **Enter Text**

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH **Enter Text**

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

City of Hollywood, a municipal corporation of the State of Florida

Patricia A. Cerny, MMC, City Clerk

By: _____
George R. Keller, Jr. CPPT
City Manager

Approved as to form & legal sufficiency for the use and reliance of the City of Hollywood, Florida, only.

Approved by: _____

Stephanie Tinsley,
Director of Financial Services

Damaris Henlon
City Attorney

AS TO CONSULTANT

Enter Text

ATTEST:

Corporate Secretary

By: _____
Signature

Title: _____

SAMPLE

EXHIBIT "A"
SCOPE OF SERVICES

Purpose

The City of Hollywood, Florida (City) is seeking responses from qualified and experienced firms, hereinafter referred to as the Contractor or Proposer, to provide Professional Engineering Consulting services for the City, in accordance with the terms, conditions, and specifications contained in the **Scope of Services**. Those firms who are interested in submitting Statement of Qualification (SOQ) in response to this Request for Qualifications (RFQ) shall comply with the Submittal Requirements.

There is no guarantee of any project being awarded under this RFQ, the City reserves the right to select a consultant to negotiate with or to issue a new RFQ for any project that may fall under the value determined for a Continuing Contract.

This project is funded through the Florida Department of Transportation Local Agency Program (LAP) which requires that the respondents to comply with their conditions. Familiarity with the LAP and its requirements is required. Consultant must be FDOT Prequalified in Work Types 3.1, 7.1, 8.2.

Project Description

On behalf of the City of Hollywood, Florida (herein may be referred to "City" or "COH"), the City of Hollywood Department of Design and Construction Management is requesting written technical Proposals from civil engineering firms provide engineering services for a Complete Streets and other Localized Initiatives Program (CSLIP) project serving the Gracewood neighborhood.

The project consists of the design and permitting of a new 5'-0" wide concrete sidewalk with curb ramps to fill-in and connect to existing sidewalks within the Gracewood neighborhood. The proposed sidewalks will be installed in the existing swale area. The Gracewood neighborhood sidewalk network is within the limits of State Road 7 to the East, North 64th Avenue to the West, Johnson Street to the North and Hollywood Boulevard to the South.

TASK 1: INITIAL PHASE SUBMISSION

- A. Meetings: Consultant shall provide monthly project progress reports by email, letter, or fax to CITY personnel on a monthly basis. CONSULTANT shall attend (4) in person meetings and biweekly progress meeting with the CITY for project review and/or coordination as requested.
- B. Field Reviews: CONSULTANT shall conduct a visual reconnaissance of the project sites in order to identify typical, key, and anomalous site features. It is anticipated that two people from CONSULTANT will conduct the reviews in no more than one day.

Services are lump sum (including expenses):\$ **Click here to enter text.**

TASK 2: TOPOGRAPHIC SURVEY

Under this task CONSULTANT or its qualified subconsultant will complete a topographic survey to meet FDOT design criteria. The sidewalks will follow existing topography with the alignment adjusting as necessary to maneuver around existing utility poles, storm drains, or other potential conflicts.

- a) Establish horizontal and vertical control to the extent necessary to meet the project objective for a “full-design” survey.
- b) Establish a paper Baseline of Survey, using all pertinent information. Begin and End survey points and at any change in direction, i.e., PC, PT and angle breaks.
- c) Topography-Locate all improvements within the Rights of Way along with driveways, curb cuts, ramps, sidewalks servicing adjacent properties, pavement markings, etc. Topography to extend along side streets beyond pavement returns for 50 feet.
- d) Acquire spot elevations to the extent necessary to create a Digital Terrain Model (DTM).
- e) Provide cross-sections at 100-foot intervals to extend 5 feet beyond the Right of Way lines.
- f) Locate trees 4 inches in caliper or larger.
- g) The survey deliverables will consist of the following:
 - i. Six certified hard copies of the Topographic Survey Map and Report.
 - ii. Electronic files of same.
 - iii. DTM

Services are lump sum (including expenses):\$ [Click here to enter text.](#)

TASK 3: NEPA EVALUATION AND CULTURAL RESOURCE SURVEY

Under this task, CONSULTANT will provide or subcontract the following environmental services for the following tasks in accordance to LP Manual Chapter 18:

- A. Site Reconnaissance Review: a biologist will conduct a visual reconnaissance of the project sites in order to identify sensitive environmental features, such as wetlands or other federal, state or county protected habitats. It is anticipated that two people will conduct the reviews in no more than one day.
- B. Research and Data Collection: CONSULTANT will conduct a desktop search of all readily available databases to identify feature such as Threatened & Endangered Species, listed species sightings, documented contamination, wetlands, well-fields, natural forested communities, and Florida managed areas.
- C. CONSULTANT will prepare a NEPA Type 1 Categorical Exclusion Checklist and supporting documentation for the project as consistent with Part 1, Chapter 2 of the Florida Department of Transportation Project Development and Environment (PD&E) Manual and FDOT’s Local Agency Program (LAP) Guidelines. This assessment will include a desk- top review with limited/visual verification in the field and does not include any quantitative contamination testing/sampling activities, additional environmental assessments and documentation.
- D. Cultural Resource Assessment Survey (CRAS) to be sent to the State Historic Preservation Office (SHPO) for approval.

Services are lump sum (including expenses):\$ [Click here to enter text.](#)

TASK 4- CONSTRUCTABILITY PHASE SUBMISSION

- A. Prepare design development level drawings: A design development level of plans for the proposed sidewalk will be prepared for review by City staff for the project area. These plans will reflect the combination of site constraints, County design regulations, FDOT standards, sidewalk use objectives. CONSULTANT will attend three meetings with City staff to visit the site and discuss/review the plans. The sidewalks shall meet ADA requirements and shall be constructed at grade where possible.
- B. Data Collection CONSULTANT shall obtain available data pertinent to the project, such as, but not limited to: digital aerial photograph (provided by the CITY), roadway drawings, driveway drawings, sidewalk drawings, tax maps, subdivision plat maps, bench mark information, section corner reports, and utility as-built drawings. All information available at CITY offices shall be at no cost to CONSULTANT.
- C. Geotechnical Analysis (optional) All geotechnical data and analysis necessary for the project design will be supplied by a sub-consultant as requested by the CONSULTANT. See the attached scope.
- D. Right-of-Way (ROW). CONSULTANT to confirm compliance with FDOT ROW procedures based on LP Manual Chapter 19.
- E. All plans and designs furnished by CONSULTANT are to be prepared with English Units. The current editions, including updates, at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of CONSULTANT's work:
 - i. Florida Greenbook Design Standards, current edition.
 - ii. Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, Florida Department of Transportation (FDOT), current edition.
 - iii. South Florida Water Management District (SFWMD), Environmental Resource Permit Applicants Handbook, current edition.
 - iv. AASHTO Roadside Design Guide, current edition.
 - v. FDOT Roadway Plan Preparation Manual.
 - vi. FDOT Roadway and Traffic Design Standards, current edition.
 - vii. FDOT Standard Specifications for Road and Bridge Construction, current edition.
 - viii. FDOT Basis of Estimates Handbook, current edition.
 - ix. MUTCD, current edition.
 - x. FDOT Structures Design Guidelines, current edition.
 - xi. Americans with Disabilities Act (ADA) Compliance, current edition.

Services are lump sum (including expenses):\$ [Click here to enter text.](#)

TASK 5- PRODUCTION PHASE SUBMISSION

Under this task, CONSULTANT will prepare the following documentation:

- A). Contract documents: Once the constructability development plans have been reviewed by the City, construction documents will be created to implement the approved design. Construction documents will also include details, notes and specifications necessary to complete construction. Final deliverables and meetings will be determined after Tasks 1, 2 and 3 are completed.

B). The Production Phase (60%) plans submittal package shall include, but not be limited to:

1. Production Design Phase (60%) Plans Services shall include, but are not limited to, the preparation of a key sheet, a plan horizontal control sheet, typical cross-sections and plans depicting the connection to existing access points for the proposed improvements. In addition, plan exhibits, details, and calculations to support an environmental permit exemption will be submitted. These exhibits will depict the proposed sidewalks alignment and width, proposed swale, at a scale of 1" = 100', but will not be intended for use as construction plans.

2. 60% Deliverables:

- a) Three (3) sets of Permit Phase (60%) construction plans (11" X 17") and permit exhibits at 1" = 100' scale.
- b) 60% Construction Cost Estimate
- c) Written responses to CITY comments no later than fourteen (14) calendar days from receiving the comments.

C). FDEP Permit (if needed): National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP). CONSULTANT will prepare the Storm Water Pollution Prevention Plans (SWPPP), if needed. City/contractor will apply for the permit.

D). City of Hollywood Permitting: CONSULTANT will prepare the City of Hollywood permit applications for submittal in support of the sidewalk design. These applications will be incorporated into the surface water management system permits as environmental impacts are not anticipated to be a major concern for this project. Permit applications will be submitted to the agencies when the sidewalk design plans are at 90% approval by the City. Responding to one round of requests for additional information from the permitting agencies is anticipated in this scope of work.

1. The Pre-Bid Phase (90%) plans shall include modifications or revisions to the Permit Phase (60%) plans as a result of FDOT and CITY review and comment during the Permit Phase (60%) plans submittal. The Pre-Bid Phase (90%) plans submittal package shall include, but not be limited to:

2. 90% Deliverables:

- A. Three (3) sets of Pre-Bid Phase (90%) construction plans (11"x17") plotted at 1"= 100' scale.
- B. Written responses to CITY comments;
- C. Quantity Take-off list. CITY shall furnish a template MS Excel Bid Form spreadsheet;
- D. CONSULTANT' Opinion of Probable Construction Costs at Pre-Bid Phase (90%). With CITY furnished bid forms.
- E. The Production Phase (100%) plans shall include modifications or revisions to the Constructability Phase (90%) construction plans as a result of FDOT and CITY review and comment during the 90% plans submittal. The 100% plans

submittal package shall include, but not be limited to:

- F. Construction (100%) Plans CONSULTANT shall prepare and submit modifications or revisions to all Plans based on FDOT and CITY review of the 90% plans.
- G. Quantity Take-Offs CONSULTANT shall prepare final quantity take-off calculations for all items required to construct the proposed sidewalk improvements with revisions from CITY comments during the 90% submittal.

3. 100% Deliverables:

- A. Three (3) sets of signed and sealed Construction Phase (100%) construction plans (11"x17")
- B. Written responses to CITY comments;
- C. Final Quantity Take-off list
- D. Letter of Quality Control;
- E. One (1) set of signed and sealed conformed construction plans (11" x 17") reflecting any addenda or changes in the plans after the Bid Phase submittal.

Services are lump sum (including expenses):\$ [Click here to enter text.](#)

TASK 6: SUPPORT DURING CONSTRUCTION

Once a construction contract is completed and a contractor is selected, CONSULTANT shall provide limited construction administration services to the CITY during the construction phase. Construction administration services may include, but are not limited to, plan updates and revisions and engineering assistance, 10 (ten) coordination meeting as well as certification inspection and letter, review of as-built drawings.

Services are lump sum (including expenses):\$ [Click here to enter text.](#)

SAMPLE