



November 24, 2020

Karyn Sashi
Project Manager
City of Hollywood – Design and Construction Management
PO Box 229045
Hollywood, FL 33022

**RE: *Proposal for FEC Corridor Safety and Landscaping Improvements from Sheridan Street to Pembroke Road
Hollywood, FL***

Dear Ms. Sashi,

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”), in connection with the City of Hollywood’s “Civil/Landscape Architecture/Planning Engineering Services, DS 18-014”, is pleased to submit this proposal to the City of Hollywood (“City” or “Client”) for providing professional landscape architecture services related to the FEC Corridor Safety and Landscaping project located between Dixie Hwy and 21st Avenue from Sheridan Street to Pembroke Road. Our project understanding, scope of services, and fee follows.

Project Understanding

The City of Hollywood would like to provide safety improvements by installing vinyl coated fencing along the (Florida East Coast) FEC corridor. In addition, the City of Hollywood would like to install a hedge along the outside of the fence and plant drought tolerant trees throughout. Improvements are to be coordinated with the proposed schematic Dixie Highway Complete Streets design.

Kimley-Horn assumes the following:

- Survey services are required and are provided in this scope of services.
- Geotechnical services are not anticipated and are not provided under this agreement.
- No easements or work on private property will be required.
- All proposed improvements along the corridor are restricted to those areas depicted within the lease agreement between the City of Hollywood and FEC.

This scope of services does not include the development of technical specifications. Technical specifications will be reflected on the construction plans as notes and details according to jurisdictional agency requirements.

Scope of Services

Task 1 – Survey

The Survey Sub-consultant will provide the following:

Specific location survey in accord with Standard of Practice as set forth in Chapter 5J-17.05 FAC pursuant to Section 472.027 Florida Statutes for the following limits: From north right-of-way of Pembroke road to north right-of-way of Sheridan street per map provided by City.

- Establish right of way lines of FEC corridor based upon location of tracks at the approximately 11 pedestrian/street crossings.
- Delineate lease lines in accord with agreement between City of Hollywood and the railroad.
- Survey will be performed using Drone technology:
 - Mapping accuracy: controlled flight 2 centimeters horizontally.
 - Utilizing Leica G18 high precision dual frequency receiver.
 - Camera: Sony 7R11 35mm with Zeiss Ventum 21MM Lens (special made for Leica Drone)
 - Redundant control systems to avoid loss of control of the drone
- Establish horizontal ground control points on approximately 500' intervals outside of the right of way to control the aerial photography.
- We will ground truth and field locate the following items only within the safe zones within the right-of-way of the FEC as follows:
 - Above ground evidence of utility as flagged by others.
 - Any object obscured from the aerial flight.
 - We will extract the following objects from aerial flight: edge of pavement, curbs, sidewalks, trees, shrub areas, signs, crossing overhead wires, swales, berms, railroad tracks and retention areas.
 - Utility locations will include fire hydrants, water valves, meter boxes, vaults and main irrigation valves. Individual sprinkler heads are not included.
- This is not a boundary survey and we will not be establishing any elevations.

Task 2 – Geotechnical Services

The Geotechnical Sub-consultant will provide the following:

- Perform up to 15 soft digs to provide spot verification of existing utilities at locations to be determined by Kimley-Horn and approved by the City.
- A report will be prepared and copied distributed to Kimley-Horn and the City.

Task 3 – Project Kick-Off and Schematic Design

Kimley-Horn will provide the following conceptual design services:

- Project kick-off meeting with the City's Project Manager and other City representatives to discuss schedule, review the scope of services, and review the project survey.
- Site visit to confirm survey, observe existing conditions, and photograph.
- Preparation of a project base map, combining the project survey with information provided by City and site observations.

- Evaluation of irrigation system to determine integration options with existing system.
- Kimley-Horn will provide one (1) conceptual design for the project based on input provided by the City during the kickoff meeting. This will include preparing a concept plan identifying potential planting configurations for the corridor along with 2-D renderings that will be presented to the City for review and comment.
 - Attendance at one (1) GOB Advisory Board meeting and one (1) public meeting to present the concept plan and renderings.

The Schematic Design Deliverables will be limited to the following:

- One (1) concept plan for the corridor to be presented as a PDF and printed exhibits to convey the design intent. Up to six 11x17 copies of printed materials.
- Concept Renderings will consist of one refined plan drawing of the corridor, 3 plan view vignettes with 3 corresponding elevations. Up to six 11x17 copies of printed materials.

Task 4 – Design Development

After approval of the concept plan in Task 3 Kimley-Horn will prepare design development plans to include fencing and landscape improvements.

During this task, the Consultant will perform the following:

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and adjacent to the corridor.
- Prepare 60% Design Development plans consisting of the following:
 - **Landscape Plans** delineate existing and proposed trees, planting areas, plant schedules. The plans will also include proposed fencing locations.
 - **Irrigation Plans** indicated mainline routing, connections to existing system, and irrigation equipment schedule. Assumes integration into existing system, if an additional source is required Kimley-Horn will provide a manufacturer's specification for pump and a performance specification for the well; electrical service design is not included.
- Submit the 60% Design Development drawings to the City and Florida East Coast Railroad (FEC) for review and comment. Once comments are received meet with the City to discuss. After meeting with the City, Kimley-Horn will address up to one round of reasonable review comments as part of the Design Development drawings.
- Attendance at design progress meetings every other week. These meetings will be held via conference call unless specified otherwise.

Task 5 – Construction Documents

After approval of the Design Development drawings in Task 4 Kimley-Horn will prepare construction plans, details and specifications at a scale suitable for bidding purposes, to include fencing and landscape improvements.

During this task, the Consultant will perform the following:

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and adjacent to the corridor.

- Prepare 90% and 100% CD's consisting of the following:
 - **Landscape Plans** delineate existing and proposed plant materials, plant quantities, plant schedules, specifications, and project-specific planting details as required. The plans will also include proposed fencing locations and details.
 - **Irrigation Plans** delineate irrigation equipment, quantities, piping layout, specifications and project-specific irrigation details.
 - **Preliminary Maintenance of Traffic (MOT)** plan illustrating typical conditions during construction. Final Mot plans to be provided by Contractor.
- Submit the 90% CD's to the City and Florida East Coast Railroad (FEC) for review and comment. Once comments are received meet with the City to discuss. After meeting with the City, address reasonable review comments as part of the final CD's.
- Submit the final (100%) construction drawings to the City for review and meet with the City to discuss.
- Attendance at design progress meetings every other week. These meetings will be held via conference call unless specified otherwise.

Kimley-Horn will attend up to two (2) public meetings with the City during the construction document development process to present the project.

The Construction Document Deliverables will be limited to the following:

- 90% Plans – up to five (5) printed full-size copies of plans and PDF
- 100% Plans – up to five (5) printed full-size copies of plans and PDF
 - Submitted after permitting under Task 4 is complete
- Opinions of Probable Construction Cost
- Updated Renderings

Task 6 – Permitting

Kimley-Horn will prepare and submit plans, permit applications and supporting documentation for review to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. City of Hollywood
 - a. Building Department
 - b. Engineering/Public Works
2. Broward County Highway and Construction Engineering Division
3. South Florida Water Management District – Water Use Permit

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. The City shall provide all permit fees.

Task 7 – Limited Bidding Assistance

It is our understanding that the City will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. The Consultant shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of

one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the City prior to issuance. Once bids are received, the Consultant shall review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible in making the award.

Task 8 – Limited Construction Phase Services

Kimley-Horn will provide the limited construction phase services as requested by the Client or required by permit/municipality. These services are limited to the following tasks for the site landscape architecture and irrigation scopes of work:

- Issue clarifications and interpretations (RFI review), maximum of ten (10) RFIs.
- Review landscape and irrigation shop drawings and samples, maximum of two (2) packages, two (2) reviews per package.
- Perform onsite observations monthly, up to six (6) visits.
- Project close out/certification.

There follows a detailed description of these services:

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Construction Documents will be made by the City.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples 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.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the City informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Kimley-Horn 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, Kimley-Horn 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.

Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents. Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

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.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the City prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Geotechnical Engineering
- Site Civil improvements
- Electrical Service Design/Coordination for irrigation source
- Sketch and Legals
- Easement Coordination
- Drainage Improvements

Information Provided By the Client

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to Kimley-Horn by the City during the project.

- Existing record drawings
- Signatures on applications (as needed for permitting)
- Access to the site

Schedule

Kimley-Horn understands and will accommodate The City's desire to complete the design and construction as expeditiously as possible.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1-8 for the lump sum fee of \$112,000. Billings will be monthly based on the progress of the Task.

Task 1 – Survey	\$16,500
Task 2 – Geotechnical Services	\$ 9,000
Task 3 – Project Kick-Off and Schematic Design	\$15,500
Task 4 – Design Development	\$20,500
Task 5 – Construction Documents	\$25,500
Task 6 – Permitting	\$10,000
Task 7 – Limited Bidding Assistance	\$ 3,000
Task 8 – Limited Construction Phase Services	\$12,000
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TOTAL LUMP SUM	\$112,000

The FTA sub recipient agreement between the City of Hollywood and Broward MPO is hereby incorporated in this contract; KHA will provide the required documentation and complete the work in a manner to qualify for reimbursement under the FTA subrecipient agreement.

Closure

The terms and conditions of the City of Hollywood’s “Civil/Landscape Architecture/Planning Engineering Services, DS 18-014” shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the consultant referencing this document as Exhibit “A”. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the consultant.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Michael F. Schwartz, P.E.
Vice President



Tricia C. Richter, PLA, ASLA
Project Manager