



April 12, 2017

Mr. Clece Aurelus, P.E.
Engineering and Construction Services Division
City of Hollywood Department of Public Utilities
1621 North 14th Avenue
Hollywood, Florida 33020

**RE: Proposal for Engineering Consulting Services for:
Water Main Replacement Program – City Project No. 16-5134
Hollywood Boulevard to Alley South of Taft Street, from I-95 to S. Dixie Highway**

Dear Mr. Aurelus:

In accordance with our Professional Services Agreement for General Consulting Services Water and Sewer Infrastructure Projects dated July, 2009 (City Project No. 08-1214A), Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), is pleased to submit this proposal for professional engineering consulting services to the City of Hollywood Department of Public Utilities (hereinafter referred to as “Client” or “City”) relative to the above-referenced project.

PROJECT UNDERSTANDING

- 1) As part of its Citywide Water Main Replacement Program, the City proposes to replace existing potable water mains of diameters 16 inches and smaller located within the general limits described below (Refer to Project Map in Attachment 1), except for those existing water mains that are ductile iron (DIP) or polyvinyl chloride (PVC) that don't require upsizing:

North Boundary

- The right-of-way (R/W) of Taft Street from the east R/W line of E. Okomo Drive to the east R/W line of N. 27th Avenue. This includes a connection to an existing 24-inch diameter water main located approximately along the east R/W line of E. Okomo Drive. It is assumed that the existing valve at the connection point to the 24” water main will remain in place. This also involves a crossing underneath the I-95 overpass, water main interconnections up to the north R/W (R/W) line of Taft Street along N. 28th and N. 27th Avenues, and a crossing of the C-10 Canal;
- The east R/W of N. 27th Avenue from Taft Street to the north R/W line of the Alley north of Roosevelt Street;
- The north R/W line of Alley north of Roosevelt Street from the east R/W line of N. 27th Avenue to the west R/W line of Alley east of N. 22nd Avenue. May include new water mains extending north up to the south R/W line of Taft Street along N. 26th, 24th and 23rd Avenues;
- The R/W of Alley east of N. 22nd Avenue from the north R/W line of Alley north of Roosevelt Street to north R/W line of Taft Street;
- The R/W of Taft Street from the west R/W line of Alley east of N. 22nd Avenue to the east side of the southbound lanes of N. Dixie Highway;

South Boundary

- The R/W of Hollywood Boulevard from the east line of the FEC Railways R/W to the west R/W line of N. 28th Avenue, including crossing underneath the I-95 overpass;
- The south R/W line of Hollywood Boulevard from the west R/W line of N. 28th Avenue to the west side of side of City Hall Circle, then around the north side of City Hall Circle to the south R/W line of Alley north of Hollywood Boulevard. Excludes water mains inside the City Hall Circle property or around the south side of City Hall Circle;
- The south R/W line of Alley north of Hollywood Boulevard from the east side of City Hall Circle to the west R/W line of N. Dixie Highway;
- May include interconnections with existing water mains along the north R/W line of Hollywood Boulevard at N. 24th Avenue and N. 22nd Avenue;

East boundary

- The west R/W line of N. Dixie Highway from the south R/W line of Alley north of Hollywood Boulevard to north R/W line of Taft Street;
- May include some water main runs along the southbound lanes of N. Dixie Highway;
- Excludes railroad crossings across N. Dixie Highway;

West boundary

- The east R/W line of I-95 from Taft Street to the south R/W line of Johnson Street. Excludes water mains inside the Sunset Golf Course;
- The south R/W line of Johnson Street from the east R/W line of I-95 to the west R/W line of N. 28th Avenue;
- The R/W of Johnson Street from the east R/W line of I-95 west to the west R/W line of N. 31st Road, including crossing underneath the I-95 overpass, crossing of the C-10 Canal and crossing of the FEC Railways R/W;
- The R/W of Knights Road from Johnson Street south to its termination;
- The west R/W line of N. 28th Avenue from the south R/W line of Johnson Street to the south R/W line of Hollywood Boulevard.

- 2) The general scope of services includes analysis and design, preparation of construction documents, regulatory assistance, assistance during the public bid and award phase of the construction contract, and limited construction phase services for the following proposed water distribution system improvements within the Project Limits:
 - a. Abandon in place all existing 2-inch diameter and smaller water mains and replace with the following:
 - 4-inch diameter C900 or DIP water main if not feeding existing or proposed fire hydrants
 - 8-inch diameter C900 or DIP water main if feeding fire hydrants
 - b. Existing 4-inch and 6-inch diameter water mains:
 - If existing water mains will feed fire hydrants replace with 8-inch diameter C900 or DIP
 - If existing water mains are not C900 or DIP and will not feed fire hydrants, replace with 4-inch diameter C900 or DIP
 - If existing water mains are C900 or DIP and will not feed fire hydrants, the existing water mains may remain in place

- c. Existing 8-inch, 12-inch or 16-inch diameter water mains:
 - If existing water mains are not C900/C905 or DIP, replace with same diameter C900/C905 or DIP
 - If existing water mains are C900/C905 or DIP, the existing water mains may remain in place
- 3) The project includes the following crossings:
 - a. Two crossings of the SFWMD C-10 Canal at Taft and Johnson Streets.
 - b. One crossing of FEC Railways R/W at Johnson Street.
 - c. Three crossings underneath I-95 at Taft Street, Johnson Street and Hollywood Boulevard.

An initial site investigation task will be performed to evaluate the different alternatives (open-cut, jack-n-bore, aerial on piles, horizontal directional drill (HDD), etc.) for the Canal crossings and railroad crossing. This task will also include a meeting with FDOT District 4 staff regarding work underneath the I-95 overpass and along Hollywood Boulevard (S.R.820). It is assumed that proposed water mains can be installed under the I-95 overpass using conventional cut and cover methods. Trenchless methods under I-95 are not anticipated or included in the scope of services.

- 4) Altogether, a total of 128,543 LF of existing 2-inch through 16-inch diameter water mains will be replaced.
- 5) All existing fire hydrants within the Project Limits will be replaced with new hydrants meeting the City's current standards.
- 6) Provide additional fire hydrants as needed to meet Fire Department hydrant coverage requirements
- 7) Reconnect all existing known water services within the Project Limits to the proposed mains. The locations of existing meters to be shown on the plans will be based on the route survey, meter records provided by the City, and visual observations. Exhaustive field reconnaissance to locate meters and backflow preventers, if needed, will be an additional service. The Consultant shall have the right to rely on meter accounts information provided by the City.
- 8) Diameters for the replacement water mains were pre-determined based on the criteria in the Project Understanding above. Hydraulic analysis is not included in this scope of services. If required for permitting, copies of the hydraulic analyses performed by the City's master planning consultants shall be provided by the City.
- 9) From review of the City's atlas, most existing water mains within the Project Limits appear to be located within public roads or alleys. Based upon conversations with City staff, it is our understanding that the City wishes to replace these within the R/W.
- 10) There are several blocks of properties where existing water mains run along adjoining rear lot lines. In these cases, it is our understanding that City staff wishes to reroute the water services inside the properties from the rear to the front property lines, in order to connect to new water services and meter vaults that will be installed. Kimley-Horn will provide a general layout sketch for typical private service re-routings, with check valves or backflow preventers, pressure relief valves, etc. Property-specific service layouts and actual locations of meters/services inside the properties is not included but may be provided as an additional service.
- 11) If relocation of existing utilities is required to accommodate the new mains, this may need to be performed as an additional service depending on the types, sizes and locations of the existing utilities, and the extent of the relocations.

- 12) The project will be designed, permitted and bid as a single-phase contract with one set of permit, bid and construction documents. It is understood that, prior to advertising for public bid, the City may wish to split the project into up to two phases for construction.

PROJECT ASSUMPTIONS

- 1) Restoration of public roads after water main installation is complete will be limited to restoring the existing pavement, traffic signage and pavement markings to match the original condition. If needed, roadway/traffic engineering services to modify existing roadways and/or traffic controls may require additional services.
- 2) Similar to prior phases, along FDOT and County R/W, full plan/profiles of the replacement water mains will be provided. Along other R/W, profiles for proposed water mains will only be provided at each individual utility crossing and not along the entire alignment.
- 3) Plans for maintenance of traffic (MOT) during construction will be prepared by the contractor and are not included in this scope of services.
- 4) Most of the existing properties within the Project Limits are not connected to public sanitary sewers.
- 5) Assistance with R/W/easement title searches or acquisition, if needed, is not included in this scope of services.
- 6) Closed water distribution loops will be provided only when there is existing available R/W.
- 7) Studies to evaluate alternative pipe materials are not included but may be performed as an additional service.
- 8) Except at the Canal crossings and railroad crossing, it is assumed that the proposed mains will be installed via conventional open trench method and that analysis and implementation of trenchless installations is not included.
- 9) At the existing C-10 Canal crossings on Taft Street and Johnson Street, and the existing FEC Railway R/W crossing on Johnson Street, the proposed water main installation may consist of one of the following:
 - a. Aerial crossings on structural pile supports
 - b. Boring and jacking a steel casing pipe inside which the carrier pipe can be installed
 - c. Horizontal directional drill (HDD)

The above trenchless methods are limited specifically to the water and railroad crossings. No other trenchless installations are anticipated or included in this scope of services.

SCOPE OF SERVICES

Task 1 – Geotechnical Exploration

Geotechnical services for the project will be provided by Nutting Engineers of Florida, Inc., as sub-consultants to Kimley-Horn.

The scope includes performing fifty-seven (57) Standard Penetration Test (SPT) borings to a depth of 15 feet below grade in accordance with ASTM D-1586 specifications. Nine (9) additional borings will be performed to depths of 50 feet below grade in order to aid in the design of trenchless pipeline installations crossing under Interstate 95 and FEC Railways R/W, and over/under the C-10 Canal at

Taft and Johnson Streets. At the completion of the field work, collected soil samples will be classified in the laboratory, and tests will be performed to determine natural water content, organic content, and sieve analysis. An engineering report with geotechnical recommendations, trenching and backfill recommendations will be provided. The engineering report will include graphic logs of the test borings and a test boring location plan. A copy of the sub-consultant's proposal document is included in Attachment 3, "Sub-consultant Fee Proposals".

Deliverables:

Five signed/sealed hardcopies and electronic (PDF) file of geotechnical report.

Task 2 – Topographic Route Survey

The topographic route survey for the project will be provided by Gibbs Land Surveyors as sub-consultants to Kimley-Horn.

A topographic route survey will be provided along those public roads/alleys lying within the Project Limits (Approximately 125,913 LF). The survey will identify R/W, centerlines, easements, and locate existing aboveground and underground improvements, trees, utilities, etc., as indicated on the sub-consultant's scope of services included in Attachment 3.

Deliverables:

Five signed/sealed hardcopies and AutoCAD (.dwg) file of topographic route survey.

Task 3 – Subsurface Utility Exploration (SUE)

It will be important to locate the horizontal alignment and depths of existing utilities where trenchless-type installations such as horizontal direction drilling (HDD), jack-and-bore, etc., will be implemented. For this reason, it is recommended that minimum-impact vacuum ("soft") digs be performed in order to identify potential conflicts.

Up to 39 test holes will be performed along the Hollywood Boulevard corridor at specific identified utilities. Vacuum excavations will be performed on paint marks provided by responding facility members of the Sunshine State One Call system. To help insure the test hole is performed directly over the subject utility, the Consultant will refine the locations of conductive utilities through inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar.

Vertical depths of existing utilities will be obtained using vacuum excavations. The Consultant will vacuum down to obtain the required information. Once complete, the removed fill will be replaced with what was originally removed in 6-inch lifts, and tamped up to the base material. Base material will be replaced and the placing and tamping of the cold asphalt or concrete will be completed as needed.

The utility locates will be mapped using horizontal and vertical controls from the survey. The subsurface utility information will be processed and placed in an Excel spreadsheet containing the size, type, material, depth of coverage, northing, easting and elevation of the located utilities. The alignment and depths of existing utilities located through SUE will be included in the project base map. Plans and profiles will be adjusted based on the findings from SUE.

Any additional utility test holes that may be required above and beyond the above scope of services will be provided by the City of Hollywood's on-call SUE consultant.

Task 4 – Site Investigation and Agency Coordination

During this phase of the Project, Kimley-Horn will perform the following services:

- 1) Attend kick-off meeting with City of Hollywood staff from ECSD, Underground Utilities and Field Inspectors to define requirements and establish goals for the project, discuss schedule and phasing, submittals frequencies, etc.
- 2) Kimley-Horn will meet with agencies having jurisdiction over the project to discuss design and construction criteria and regulatory requirements as follows:
 - City of Hollywood Building Department
 - Florida Department of Transportation District 4 Permits staff – Discuss work within S.R.820 R/W and work underneath I-95 overpass.
 - Broward County Public Works Traffic Engineering staff – Discuss impacts to traffic, signs, signals, school crossings and pavement markings.
 - Broward County Public Works Highway Engineering staff
 - Florida Department of Health in Broward County
 - South Florida Water Management District/U.S. Army Corps of Engineers – Discuss crossings of the C-10 Canal
 - Florida East Coast Railways – Discuss crossing of the railroad R/W
- 3) Coordinate schedule and phasing of the project with surveyor, geotechnical engineer and SUE engineer.
- 4) Provide a projected schedule from pre-design through permitting.
- 5) Request utility design ticket from Sunshine One-call, contact utility owners/providers (including the City of Hollywood) via email and/or express mail to request any available records and information depicting the locations and configuration of existing utilities within and around the project area. Catalog any utility record drawings and responses received from utility companies and track in a utility matrix.
- 6) As each phased segment of survey is received, Kimley-Horn will conduct site walk-throughs to verify the information on the route survey, take photographs and make notes regarding existing conditions that may not be evident from the survey.
- 7) Prepare a permit tracking matrix with agency names, permit types, permit/approval numbers and anticipated issue dates.
- 8) Kimley-Horn will request from the City a listing of all existing water meter accounts within the Project Limits for the purpose of locating any meters that may not be visible in the field.
- 9) As each phased segment of survey is received, Kimley-Horn will overlay the “best available” locations of existing underground utilities on the survey CAD file and create a base map on which the design will be developed.
- 10) Using the CAD base map as background, Kimley-Horn will develop a preliminary master layout for the proposed water replacement, including points of connection and interconnection, flush/fill points, valve network, existing/proposed fire hydrant locations, private services to be rerouted to property frontages, land-locked properties without R/W or easement frontages, existing meter information (if available at the time), etc.
- 11) Kimley-Horn will submit to the City a copy of the master layout plan for review and comment.

- 12) Kimley-Horn will address comments from the City pertaining to the project master layout and revise the plan if needed.

Task 5 - 90% Construction Drawings

Once the system master layout has been approved by City, this will be used as the basis for preparing the 90% construction drawings. At this point, any requested changes to the approved master layout for reasons other than unforeseen conditions may be considered additional services. The intent of this task is to further develop the drawings, prepare a design denoting the proposed horizontal and vertical alignment for the proposed mains and provide project-specific construction notes and details as follows:

- 1) Kimley-Horn will further refine the proposed horizontal alignment of the system, including stations/offsets, fittings, horizontal offsets from utilities and other physical features.
- 2) Based on existing utility information gathered during the above tasks, Kimley-Horn will identify locations where proposed water mains cross existing utilities. Profiles will be provided along proposed water mains within FDOT and Broward County R/W, at railroad and canal crossings, and where crossing underneath I-95. Elsewhere, profiles will be provided only at the points of utility crossings and not along the entire main alignment. Profiles will depict “best available” locations, depths and sizes of existing underground utilities that cross and may be in potential conflict with the proposed mains.
- 3) The Consultant will identify those locations where the proposed water mains will cross critical facilities such as railroads, canals, highway overpasses, and significant existing utilities for which available record (as-built) drawings are not available, are not clear, or do not provide sufficient information to determine if a conflict exists. In these cases, the Consultant will recommend performing Subsurface Utility Exploration (SUE) under Task 3 to attempt to accurately identify the size, depth and horizontal location of the underground utilities.
- 4) Profiles will show vertical fittings and deflections, installation depths, vertical separation from existing utility crossings, joint restraints and recommended locations for air release valves.
- 5) Kimley-Horn will prepare 90% construction drawings consisting of the following:

<i>List of Drawings</i>	<i>No. Sheets</i>
Cover Sheet	1
Index of Sheets	1
General Notes	2
Project Key Maps	4
Sampling Point Maps	4
Water System Details	4
Pavement restoration Details	2
Erosion Control Notes and Details	2
Water Main Plan and Profile Sheets	227
Private Service Relocation Details	2
<u>Pavement Restoration Plans</u>	<u>78</u>
<i>Total Sheets</i>	<i>327</i>

- 6) Kimley-Horn will update the project schedule and prepare an engineer’s opinion of probable construction costs for proposed improvements.

- 7) Kimley-Horn will submit the 90% construction drawings, opinion of costs and updated schedule to the City for review.
- 8) Kimley-Horn will attend up to two meetings with ECSD staff during this phase.

Deliverables

- Five signed/sealed sets of the 90% construction drawings (24"x36") in hardcopy format
- Updated project schedule
- Updated Engineer’s Opinion of Probable Construction Cost for the proposed improvements.

Task 6 – 100% Construction Drawings

This task includes those designated services necessary to prepare, from the approved 90% construction drawings, further drawings, specifications, details and related documents to clearly depict the design intent, setting forth in detail the requirements for construction of the project.

- 1) Upon receiving comments from the City on the 90% construction drawings submittal, Kimley-Horn will address reasonable review comments and incorporate these, if needed, as revisions to the plans.
- 2) Kimley-Horn will prepare 100% construction drawings consisting of the following:

<u>List of Drawings</u>	<u>No. Sheets</u>
Cover Sheet	1
Index of Sheets	1
General Notes	2
Project Key Maps	4
Sampling Point Maps	4
Water System Details	4
Pavement restoration Details	2
Erosion Control Notes and Details	2
Water Main Plan and Profile Sheets	227
Trenchless Construction Plans and Details	7
Private Service Relocation Details	2
Pavement Restoration Plans	78
Total Sheets	334

- 3) Kimley-Horn will submit the 100% construction drawings and opinion of costs to the City for review.
- 4) Kimley-Horn will attend up to two meetings with ECSD staff during this phase.

Deliverables (to City)

- Five signed/sealed sets of the 100% construction drawings (24"x36") in hardcopy format
- Electronic (PDF and AutoCAD “dwg”) files of the 100% construction drawings
- Final Engineer’s Opinion of Probable Construction Cost for the proposed improvements.

Task 7 – Regulatory Assistance

Kimley-Horn will assist the Client by preparing and submitting permit applications, supporting documents and plans for review to the following regulatory agencies:

- City of Hollywood Building Department
 - Florida Department of Transportation District 4 permits Office
 - Florida Department of Health in Broward County
 - Broward County Public Works Traffic Engineering
 - Broward County Public Works Highway Construction
 - Florida East Cost Railways
 - South Florida Water Management District / U.S. Army Corps of Engineers
- 1) Kimley-Horn will submit the 100% construction drawings, permit applications and other supporting documentation to the regulatory agencies listed above for review and approval.
 - 2) Upon receiving review comments from the above agencies, Kimley-Horn will begin addressing and, if required, incorporate these as revisions to the plans, thereby updating them to conformed contract drawings.

No other agency approvals are anticipated or included in this scope of services other than that identified above. Kimley-Horn will address review comments and requests for information from each permitting agency referenced above.

Task 8 – Contract and Bid Documents Phase

During this phase of the project Kimley-Horn will perform the following services:

- 1) Prepare a list of contract pay items for the project, perform quantity take-offs based on the identified pay items, and develop an engineer’s opinion of probable construction costs for construction budgeting purposes.
- 2) Review the City’s standard technical specifications and “front-end” documents provided by City in electronic file (MS Word) format, modify these accordingly to make them site and project specific, and create a Bid/contract Document for the project. The intent of the specifications is to detail the activities, materials, criteria, equipment, testing, contractual items and payment methods to be incorporated into the project. Kimley-Horn will also provide a bid form listing individual contract pay items, estimated quantities and units of measure for the project.
- 3) Provide a draft copy of the bid document to the City for review and comment.
- 4) Attend one meeting with ECSD staff to discuss the draft bid document, proposed bidding dates and other bid criteria, and go over the City’s review comments.
- 5) Once comments are received from the City, the Consultant will address one round of reasonable comments, format the document and prepare a final bid/contract document which will be uploaded to the City’s website for advertisement of the construction project.
- 6) After the project is publicly advertised, the Consultant will provide the following services:
 - a. Attend one pre-bid conference with potential bidders and City staff to present the project, address questions and comments. Prior to the pre-bid conference the Consultant will provide a meeting agenda. During the meeting the Consultant will take notes for incorporation in upcoming addenda or meeting minutes.
 - b. Respond in writing to reasonable technical questions from qualified bidders and issue bid addenda, if required for clarification.
 - c. Attend bid opening meeting.
 - d. Assist the City with the evaluation and tabulation of contractor bids, reference checks, and ranking of bidders based on the City’s selection criteria.

Deliverables

Five hardcopy originals and electronic copy (MS Word) of the final bid/contract document.

Task 9 – Limited Construction Phase Services

During the construction phase of the proposed project, the Consultant will provide the following services:

- 1) Attend one pre-construction meeting with the Client and selected contractor, record and distribute minutes.
- 2) Review shop drawing submittals from the contractor for materials and products to be used in the project for conformance with the contract and specifications.
- 3) Respond in writing to requests for information (RFI) or clarification from the contractor.
- 4) Visit the site periodically during construction of the proposed water mains to observe progress and witness tests (as frequently as deemed appropriate by Kimley-Horn for the type of work involved) and prepare site observation reports.
- 5) Review as-built drawings for portions of the project that are complete, prepare engineer's certifications for the partially completed work and submit a request for partial clearance to the Florida Department of Health in Broward County.
- 6) Visit the site at substantial completion to prepare a punch-list of items that are found not to be in conformance with the contract documents, or items that require correction, completion or replacement.
- 7) Attend final site walk-through to confirm that corrective punch-list items were addressed to the satisfaction of the Engineer.
- 8) Review as-built drawings, pressure test reports, results of bacteriological analyses and pavement density tests provided by the contractor for conformance with the contract documents.
- 9) Prepare final Engineer's Certification of Completion for the system.

ADDITIONAL SERVICES

If authorized by City in writing, the Consultant will provide additional services that may be required above and beyond those described in the above tasks. These services may include, but are not limited to, the following:

- 1) Assistance with acquisitions of easements and/or R/W
- 2) Hydraulic modeling
- 3) Maintenance of traffic (MOT) plans
- 4) Public information services and advertisement of public meetings
- 5) Preparation of board-mounted exhibits and renderings for presentations and public meetings
- 6) Relocations/modifications of existing utilities other than existing water mains in the project area
- 7) Roadway design and cross-sections
- 8) Design of sanitary sewer systems
- 9) Meetings in excess of those described in the above tasks
- 10) Environmental site assessments (Phase I and II) and testing services
- 11) Basis of Design Report (BODR), feasibility and/or route studies
- 12) Dewatering plans

- 13) Design of corrosion protection systems
- 14) Structural design calculations other than may be needed for aerial crossings across the C-10 Canal at Taft Street and Johnson Street
- 15) Permitting through agencies other than identified in Task 7
- 16) Services involving greater lengths of water mains or water mains of greater diameters than what is described in the Project Understanding above
- 17) Changes in project extents or water main alignments after comments from the City pertaining to the Master Layout Plan are addressed
- 18) Replacement of water mains not identified in the Project Understanding
- 19) Review of applications for progress payments from the contractor
- 20) Any other services not specifically listed in the above Tasks

TO BE PROVIDED BY CITY

- 1) Utility Atlas and Record (“as-built”) Drawings of all City utilities within the Project Limits.
- 2) An electronic spreadsheet of all water meter accounts within the Project Limits
- 3) Permit application fees (as required)
- 4) Current “front-end” bid/contract documents in MS Word (.doc) format

PROJECT SCHEDULE

The following are anticipated durations from design through bid and award for the project:

<i>Task</i>	<i>*Duration</i>
Topographic Survey (field work and CAD files)	52 weeks
*90% - 100% Construction Drawings and Permitting	104 weeks
**Bid/Contract Document	16 weeks
***Total Anticipated Duration	117 weeks (27 months)

**90% Construction Docs will begin approximately 13 weeks after the start of survey.*

***Bid/Contract Document preparation will end concurrent with end of Permitting.*

****Durations shown are estimates only, and are contingent upon the durations of plan reviews, permit application reviews and other events outside of Kimley-Horn’s control.*

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Tasks 1 through 10 of the Scope of Services for the lump sum fee of **\$1,402,539.65** as shown in the following table and in the staff-hour estimate provided in Attachment 2:

Lump Sum Fees

<i>Task No.</i>	<i>Description</i>	<i>Lump Sum Fee</i>
1	Geotechnical Exploration	\$35,423.90
2	Topographic Route Survey	\$428,852.00
3	Subsurface Utility Exploration (SUE)	\$33,880.00
4	Site Investigation and Agency Coordination.....	\$92,967.50
5	90% Construction Drawings	\$310,037.50
6	100% Construction Drawings	\$222,346.25
7	Regulatory Assistance	\$103,773.75
8	Contract and Bid Documents Phase	\$65,232.50
9	Limited Construction Phase Services	\$110,026.25
	<i>Total Lump Sum Fee</i>	<i>\$1,402,539.65</i>

CLOSURE

The terms and conditions of the Professional Services Agreement for General Consulting Services Water and Sewer Infrastructure Projects dated July 2009 (City Project No. 08-1214A) between the City of Hollywood and Kimley-Horn and Associates, Inc. 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 times stated in this agreement are valid for sixty (60) days after the date of issuance by Kimley-Horn. We appreciate this opportunity to submit a letter agreement. Please contact Juan Jimenez at (305) 535-7784 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron E. Buchler, P.E.
Vice-President

Agreed to this _____ day of _____, 2017.

CITY OF HOLLYWOOD
A Municipality

(Print or Type Name and Title)

(Email Address)

_____, Witness

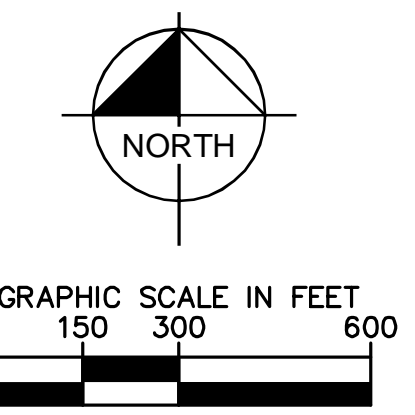
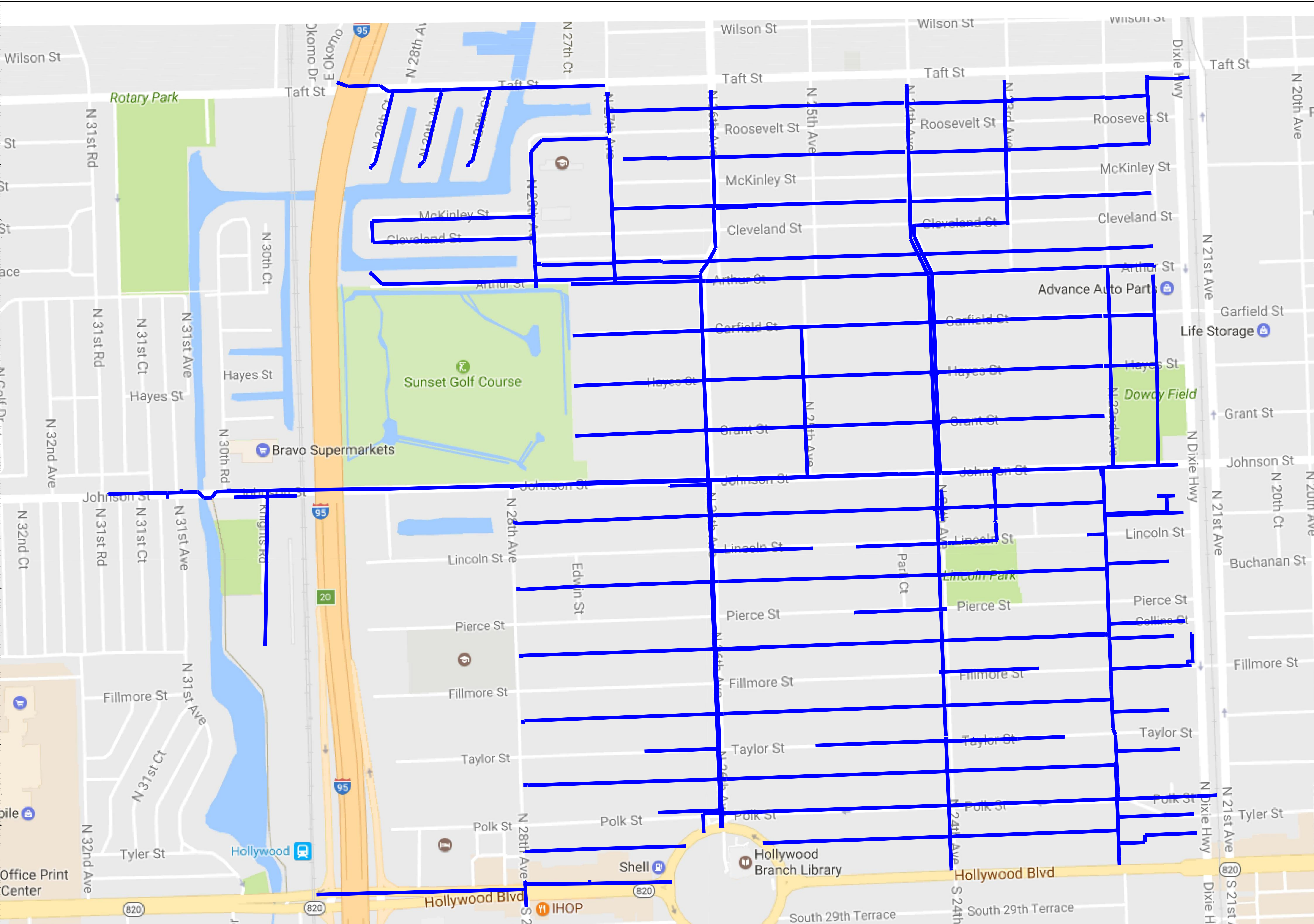
(Print or Type Name)

Official Seal:

ATTACHMENT 1

PROJECT MAP

Plotted By: Jimenez, Juan Street: S:\City-Map-Layout\Layout1 April 06, 2017 08:05:49pm M:\Marketing\Hollywood City of Water Main Replacement Project\28th Ave to S. Dixie Hwy. Hollywood Blvd to Arthur St\2017.04.06 WM Replacement Project Map.dwg
This document is the property of Kimley-Horn and Associates, Inc. and is intended only for the specific purpose and client for which it was prepared. Reuse of any information contained herein without written authorization of Kimley-Horn and Associates, Inc. is prohibited.



PROPOSED WATER MAIN REPLACEMENT

ATTACHMENT 2

STAFF-HOUR ESTIMATE



STAFF-HOUR ESTIMATE

Project Name: City of Hollywood Water Main Replacement Program
 Client: City of Hollywood Department of Public Utilities
 City Project No. 16-5134
 Date Prepared: 4/12/2017
 Estimated By: Juan E. Jimenez, PE

KHA Task # Subtask ID Number	KHA Task Name Subtask Name/Description	DIRECT LABOR (STAFF HOURS)									TOTAL PER TASK (\$)
		Principal P8 (hours)	Senior Prof. P7 (hours)	Project Manager P6 (hours)	Prof. Engineer P4 (hours)	Project Engineer P3 (hours)	Engineer Analyst P2 (hours)	CADD Designer D7 (hours)	Support Staff N (hours)	Total KHA Labor (hours)	
	Distribution	0.5%	2.5%	5%	10%	20%	30%	30%	2%	100%	
1.701	Geotechnical Exploration	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 35,423.90
1.702	Topographic Route Survey	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 428,852.00
7.703	Subsurface Utility Exploration (SUE)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	\$ 33,880.00
1.100	Site Investigation and Agency Coordination	4.0	19.0	38.0	76.0	152.0	228.0	228.0	15.5	760.5	\$ 92,967.50
1.200	90% Construction Drawings	39.0	80.0	107.0	213.0	789.0	639.0	639.0	43.0	2549.0	\$ 310,037.50
1.300	100% Construction Drawings	9.0	44.0	87.5	195.5	349.0	582.0	523.0	35.0	1825.0	\$ 222,346.25
1.400	Regulatory Assistance	7.5	36.5	72.5	37.5	72.0	110.0	435.0	7.0	778.0	\$ 103,773.75
1.500	Contract and Bid Documents Phase	2.5	12.5	25.0	50.0	100.0	187.0	150.0	14.0	541.0	\$ 65,232.50
1.600	Limited Construction Phase Services	3.0	13.0	25.5	156.5	102.0	472.5	153.0	10.5	936.0	\$ 110,026.25
	Subtotal (Hours)	65.0	205.0	355.5	728.5	1564.0	2218.5	2128.0	125.0	7389.5	
	Hourly Rates (\$/hr.)	\$ 225.00	\$ 190.00	\$ 160.00	\$ 147.50	\$ 105.00	\$ 100.00	\$ 135.00	\$ 105.00		
	Total by Classification (Dollars)	\$ 14,625.00	\$ 38,950.00	\$ 56,880.00	\$ 107,453.75	\$ 164,220.00	\$ 221,850.00	\$ 287,280.00	\$ 13,125.00		\$ 1,402,539.65

ATTACHMENT 3

SUB-CONSULTANT FEE PROPOSALS

February 6, 2017

Revised: 2/28/2017

Revised: 3/01/2017

Revised: 3/31/2017

Revised: 4/5/2017

Miami Dade County Tier 2 CBE

Palm Beach County SBE

SFWMD SBE

Small Business Administration SBE

for Federal Projects

Kimley-Horn and Associates

Attn: Mr. Juan E. Jimenez, P.E.

1221 Brickell Avenue/ Ste. 400

Miami, FL 33131

Phone: 305.535.7784/ Cell: 786.368.5365/ Email: juan.jimenez@kimley-horn.com

Re: Proposal/Agreement for Geotechnical Exploration Services
Water Main Replacement and Sanitary Sewer Design
N. 21st Avenue to N. 31st Avenue & Hollywood Blvd. to Roosevelt St.
Hollywood, FL

Dear Mr. Jimenez:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per our conversations on February 3, 2017 and review of the aerial provided by your office, we understand that plans for this project include the installation of approximately 114,000 l.f. of water main pipe located at Taft Street – Canal Crossing and I-95 Crossing Johnson Street – I-95, Railroad, and Canal Crossing.

Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

BASE SCOPE OF WORK

We propose to perform 57 Standard Penetration Test (SPT) borings to 15 feet deep in the area of the proposed water main and sanitary sewer route. As requested, the cost associated with the additional depth will be addressed within our fee schedule. Additionally, if requested, we propose to perform nine SPT borings to 50 feet deep along the crossing routes at Taft Street – Canal Crossing and I-95 Crossing Johnson Street – I-95, Railroad, and Canal Crossing. All borings will be performed in general accordance with ASTM D-1586 specifications.

At the completion of the on-site work, the soil samples will be returned to our laboratory for classification criteria. We will provide an engineering report including a description of our findings (subsurface soil profile) including trenching and backfill recommendations, if required. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

6. Geotechnical Services

- | | | |
|----|---|-------------|
| a. | Standard Penetration Test Borings*
855 l.f. @ \$18.50/l.f. | \$15,817.50 |
| m. | Geotechnical Engineering - Evaluation of existing soil
30 hours @ \$78.00/hour | \$2,340.00 |

7. Soil

- | | | |
|----|---------------------------------------|------------|
| i. | Grain size
28 tests @ \$58.80/test | \$1,646.40 |
|----|---------------------------------------|------------|

23. Underground Utility Locating

- | | | |
|----|--|------------|
| a. | Utility Clearance
24 hours @ \$90.00/hour | \$2,160.00 |
|----|--|------------|

Base Scope of Work Subtotal: \$21,963.90

Specific Purpose:

- | | | |
|---|--|------------|
| • | 6a. Standard Penetration Test Borings* (increase for jack and bore) –
450 l.f. @ \$18.50/l.f. (Total of nine borings – See Map) | \$8,400.00 |
| • | Additional Geotechnical Engineering – evaluation of existing soils
20 hours @ \$78.00/ hour | \$1,560.00 |
| • | Maintenance of Traffic (MOT) – Lump Sum = | \$3,500.00 |

Specific Purpose Subtotal: \$13,460.00

Grand Total (Base Scope + Specific Purpose): \$35,423.90

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s). Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

We currently anticipate starting this work within approximately four business days of receiving written authorization to proceed. The on-site work should take approximately seven to ten business days to complete. The geotechnical report should be available within approximately 10 - 15 business days after the on-site work is completed.

Representative soil samples may require additional laboratory testing in order to determine specific engineering properties. If there is a need for laboratory testing, we will notify you to obtain approval prior to performing any tests.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. Another value added component NE brings to your project is our staff of experienced professionals including geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT). Note that we carry one million dollar professional liability and one million dollar general liability insurance.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

James J. Flaig, P.E.
Principal/Chief Engineer

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

Kimley Horn WM Repl N 21 Ave N 31 Rd Hollywood Blvd Taft St Hollywood geo 2-6-17 rev 2-28-17 rev 3-1-17 rev 3-31-17 rev 4-5-17

General Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment – No deposit required with signed agreement. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Balance due upon delivery of report. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention – Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE'S reports for purposes of the current project. Other parties are not authorized to use or rely upon NE'S reports unless NE so states in writing.

NE - General Contract Terms and Conditions Dec 2015

cc: Richard Wohlfarth, P.E. – Principal/ Director of Engineering
Kristina Berryman – Business Development Manager
Pavel Cruz – CMT Division Manager

Kimley Horn WM Repl N 21 Ave N 31 Rd Hollywood Blvd Taft St Hollywood geo 2-6-17 rev 2-28-17 rev 3-1-17 rev 3-31-17 rev 4-5-17

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

PHONE: 954-923-7666 FAX: 954-923-7668

SSEELEY@GIBBSLANDSURVEYORS.COM

April 11, 2017

Juan E. Jimenez, P.E.
Kimley-Horn
1221 Brickell Avenue Suite 400
Miami, FL 33131-3224

**RE: City of Hollywood Water Main Replacement Program
General Limits: Interstate 95 to Dixie Highway and Hollywood Blvd to Alley north of
Roosevelt Street. (Approx. 127,313 Linear Feet)**

Dear Mr. Jimenez:

We are pleased to submit the following proposal for Professional Land Surveying services on the above referenced project.

LIMITS OF WORK

All those right-of-ways within the City of Hollywood, from Dixie Highway to N 28th Avenue, south of Johnson Street; to the golf course north of Johnson Street; and to Interstate 95 north of Arthur Street, from Hollywood Boulevard to Taft Street, more particularly described as follows:

From the east R/W line of Dixie Highway to the east R/W line of I-95, excepting therefrom the Golf Course north of Johnson Street;

The north half of Hollywood Blvd on City Hall Circle; All of Hollywood Blvd, from North half of City Hall Circle, west to the east R/W line of Railroad; Johnson Street R/W from the east R/W line of I-95 to N 31st Road; All of Taft Street R/W from Okomo Drive to N 27th Avenue; excluding Taft Street from 27 Avenue to the alley west of Dixie Highway, including however, the Taft Street Intersections at N 23 Avenue, N 24 Avenue and N 26 Avenue, the north limits being at the alley south of Taft Street, east of N 27 Avenue; excluding Hollywood Blvd. east of City Hall Circle but including those Boulevard intersections at 22 Avenue and 24 Avenue; the south limits being all of the alley north of Hollywood Blvd. between said Circle and N 22 Avenue;

BASE SCOPE OF WORK

1. Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Baseline shall be referenced by work points (shown as "WP" in the file) from the beginning to end of the project and all changes in direction.

5. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage and type, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, landscaping, and any other visible improvements.
6. Provide building address numbers from City .pdf files.
7. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.
8. Provide centerline elevations at 100 foot intervals and significant grade breaks (highs and lows) within the alley rights-of-way.
9. Identify swale material, denoting grass, dirt or gravel.
10. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.
11. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
12. Digital maps shall delineate all field collected data as well as existing limits of referenced right-of-ways.
13. Provide location of utilities, where possible based on field observation and utility records provided to this office.
14. Record horizontal and vertical location of existing pipes at proposed connection locations and other soft dig locations as provided to this office.
15. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.
16. Provide a signed and sealed copy or copies of the survey.
17. CAD files (.dwg files) and cross sections and topographic /elevations (.txt files) to be delivered, as needed, in phases of progress.

The above BASE SCOPE OF WORK will be performed for a fee of **\$414,852.00**

Specific Purpose Areas:

- Underpass elevations at I-95 on roadway and above bridge structure and overall bridge structure width and Railroad crossing detail at Johnson Street; Lump Sum Fee: \$1,000.00
- Underpass elevations at I-95 on roadway and above bridge structure and overall bridge structure width at Hollywood Boulevard; Lump Sum Fee: \$2,000.00
- Underpass elevations at I-95 on roadway and above bridge structure and overall bridge structure width at Taft Street; Lump Sum Fee: \$1,000.00
- Canal crossing, 2 sounding cross-sections, bridge structure as-builts (columns) and utility locations and as-built support members for utilities at Taft Street / C-10 Canal. Lump Sum Fee: \$2,500.00
- Canal crossing, 2 sounding cross-sections, bridge as-built (columns) and utility locations and as-built support members for utilities at Johnson Street Canal (west of 30th road); Lump Sum Fee: \$2,500.00
- Update Survey of North Dixie Highway, from Polk Street to Taft Street, (including intersections) – Lump Sum Fee: \$5,000.00

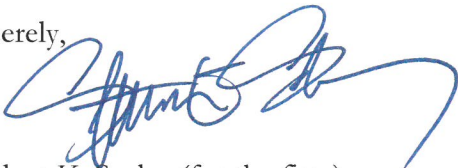
The above **Specific Purpose Areas** – Subtotal: **\$14,000.00**

Grand Total (Base Scope of work + Specific Purpose Areas) = **\$428,852.00**

Any supplemental title work, if required, will be paid by the City. And additional surveying as requested, will be performed at the following hourly rates:

Principal	\$125.00/hour
Survey Crew Supervisor	60.00/hour
Field Crew	\$100.00/hour
Cad Drafter - Survey Technician	60.00/hour
Secretary	35.00/hour

Sincerely,



Stephen K. Seeley (for the firm)

April 4, 2017

Mr. Armando J. Lopez, El
Kimley-Horn
1221 Brickell Avenue, Suite 400
Miami, Florida 33131

Cardno

3427 NW 55th Street
Fort Lauderdale, Florida 33309
USA

Phone: 954 938 9389

Fax: 954 938 6909

www.cardno.com

Subject: Fee Proposal for Performing Utility Locates (Test Holes)

Project: City of Hollywood Water Main Replacement

Dear Mr. Lopez:

Cardno appreciates the opportunity to prepare this fee proposal for providing utility locating services on the above referenced project.

Scope of Services

Cardno will perform up to 39 test holes as directed by the design engineer via email on March 30, 2017, at the following five (5) locations:

1. Johnson Street at a canal west of I-95
2. Johnson Street at the FEC Railroad and I-95
3. Hollywood Blvd at North 28th Avenue
4. Taft Street at I-95
5. Taft Street at a canal east of I-95

Utility Locates (test holes)

Cardno will perform up to 39 test holes at specific utility conflicts as directed by the design engineer. Cardno will notify Sunshine 811 2 full business days in advance of excavation. Cardno will vacuum excavate on existing marks by responding facility members to the Sunshine 811 system. The Sunshine marks are at a minimum limited to an accuracy of +/- 4' horizontally allowing for a potentially significant amount of error in the locations. To help insure the test hole is performed over the facility, Cardno will remark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR). Existing gravity systems, utility service lines and aerial facilities are not included for this project.

In order to obtain the vertical depths of the utilities in paved or concrete surfaces, Cardno will need to utilize a concrete saw to provide a square cut area (12"x12") in the asphalt/concrete to vacuum excavate. All base material will be removed upon removal of the structural asphalt/concrete and set aside to be placed back upon completion of the test hole. Cardno will vacuum down to obtain the required information, and then replace fill with what was originally removed in 6-inch lifts being tamped all of the way to the base material. Base material will be replaced by Cardno and the placing and tamping of the cold asphalt or concrete will be completed as needed.

Mr. Armando J. Lopez, EI
April 3, 2017

Survey Support

Utilizing project horizontal and vertical control (to be provided by Kimley-Horn), Cardno will survey/map the utility locates. If project control is not available from the client or non-existent within the project limits, Cardno will utilize RTK GPS methods utilizing Florida's Primary Reference Network (FPRN) system to establish both horizontal (NAD 83/90) and vertical (NAVD 88). The subsurface utility information will be processed and placed in an Excel spreadsheet containing the size, type, material, depth of coverage, northing, easting and elevation of the found utilities (based upon project control if provided by the client or RTK GPS derived from observations utilizing FPRN network).

Fee

Test Holes:	\$395.00/per test hole x 39 = \$15,405
	<ul style="list-style-type: none">• Minimum of 6 test holes per request.
Survey support:	\$5,900
	<ul style="list-style-type: none">• Survey support for mapping test holes and producing final deliverables.
MOT Crew:	\$925/per day x 9 days = \$8,325
	<ul style="list-style-type: none">• Daily rate includes crew, truck and advanced MOT equipment rental.• MOT will be invoiced as utilized.
Permit Fees:	\$4,250
	<ul style="list-style-type: none">• Includes traffic control plan preparation performed by Area Wide Protection (AWP) and permit fees.
Total:	\$33,880.00

Geophysical Conditions and Understandings

Although geophysical methods provide a high level of assurance for the location of subsurface objects, the possibility exists that not all features can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination. Therefore, Cardno will not be liable for any damages that occur from excavations based on the results of this SUE effort. Due caution should be used when performing any subsurface excavation based on results from this SUE effort. Client understands and agrees that any action the client may take based on the data and information supplied hereunder shall be at client's own responsibility and sole risk.

If pavement restoration for test holes performed is beyond the industry standard asphalt cold patch or concrete, Cardno will provide a separate estimate to the client to cover these out of scope expenses.

Mr. Armando J. Lopez, EI
April 3, 2017

Again, we appreciate the opportunity to provide our SUE services for Kimley-Horn. Please call me directly at 954.938.9389 ext. 207, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,



Dennis Ritzel, PSM
Senior Project Manger
for Cardno
Direct Line 954.938.9389
Email: dennis.ritzel@cardno.com

Cardno shall perform the services proposed for the stated fee in accordance with these terms and conditions:

- 1) **Access To Site (if applicable):** Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Cardno staff to access the site for activities necessary for the performance of the services.
- 2) **Payment:** Invoices for Cardno's services shall be submitted on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify Cardno of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Failure to make any payment when due is a material breach of this Agreement and will entitle Cardno, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest allowable. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, Cardno shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely pending payment in full of such invoice(s).
- 3) **Indemnification:** Cardno and Client shall indemnify and hold harmless each other from and against damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of damages or injuries to persons or property to the extent caused by the negligence, gross negligence or willful misconduct by the other party or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that each party's aforesaid indemnity agreement shall not be applicable to any liability based upon willful misconduct or negligence of the other party. In no event shall either party be responsible for any form of consequential damages, including, but not limited to loss of sales, loss of profits, and attorney fees thereon. For purposes of this Paragraph, the duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations. Where any claim results from the joint negligence, gross negligence or willful misconduct by Client and Cardno, the amount of such damage for which Client or Cardno is liable as indemnitor under this Paragraph shall equal (i) the proportionate part that the amount of such claim attributable to such indemnitor's negligence, gross negligence or willful misconduct bears to (ii) the amount of the total claim attributable to the joint negligence, gross negligence or willful misconduct at issue.
- 4) **Limitation of Liabilities:** Notwithstanding any other provision in this Agreement, the Client agrees to strictly limit Cardno's liability under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of the fees paid to Cardno for the Services or \$ 100,000. No claim may be brought against Cardno in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under this Agreement shall be directed and/or asserted only against Cardno and not against any of Cardno's employees, shareholders, officers or directors. Cardno's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and Cardno shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.
- 5) **Termination:** Subject to Paragraph 2, this Agreement will continue in effect until terminated by either party upon thirty (30) days written notice to the other party. In the event of any termination, Cardno shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.
- 6) **Force Majeure:** Any suspension, temporary or permanent, in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophic events, or any other similar event beyond the reasonable control or contemplation of either party.
- 7) **Assignment:** Neither party to this Agreement shall, without the prior written consent, of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.
- 8) **Ownership of Documents:** All report documents produced by Cardno under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Cardno shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.
- 9) **Governing Law:** The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the State of Florida.
- 10) **Legal Construction:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.
- 11) **Notices:** Any notices or written statements hereunder shall be deemed to have been given when mailed by certified or registered mail or via email, with receipt of reply, to the party entitled thereto at its address noted at the top of this Agreement or at such other latest address as it may designate in writing to the other party for this purpose.
- 12) **Entire Agreement:** This Agreement includes Cardno's proposed scope and budget and these terms and conditions. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by Cardno's and the Client's respective representatives.
- 13) **Non-Solicitation:** Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other working under this Agreement during the term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party.
- 14) **Waiver:** Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.