

**REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR  
CONSULTING/PROFESSIONAL SERVICES BETWEEN THE CITY OF  
HOLLYWOOD AND KIMLEY-HORN AND ASSOCIATES, INC.  
(Hollywood Beach Heights and Hollywood Estates Sidewalk Network Project)**

**THIS REINSTATEMENT AND FIRST AMENDMENT TO THE CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES** ("First Amendment") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2024, by and between the City of Hollywood, a municipal corporation of the State of Florida (hereinafter "CITY"), and Kimley-Horn and Associates, Inc., a corporation authorized to do business in the State of Florida (hereinafter referred to as "CONSULTANT").

**WITNESSETH:**

WHEREAS, the CITY and the CONSULTANT previously entered into a Contract for Consulting/Professional Services, dated January 9, 2023 ("Original Agreement"), for the Hollywood Beach Heights and Hollywood Estates Sidewalk Network Project; and

WHEREAS, the Original Agreement terminated on March 29, 2024; and

WHEREAS, the CITY and CONSULTANT agree to enter into this First Amendment to the Original Agreement to reinstate the Original Agreement and to extend the termination date under Article 2 of the Original Agreement for an additional three hundred and ninety (390) days from the issuance of the Notice to Proceed; and

WHEREAS, the CITY and CONSULTANT agree to amend the scope of work to the Original Agreement to include the additional services as outlined in Exhibit "A" of this First Amendment ("Additional Services"); and

WHEREAS, the CITY agrees to increase the Original Agreement's contract price in an additional amount up to **twenty-eight thousand four hundred and forty dollars and zero cents (\$28,440.00)** for the Additional Services.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions and undertakings contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this First Amendment.

2. That effective as the date first written above, the CITY and CONSULTANT agree to reinstate the Original Agreement.

3. That the CITY and CONSULTANT agree to amend the Original Agreement to extend the termination date, under Article 2 of the Original Agreement, an additional three hundred and ninety (390) from the issuance of the Notice to Proceed.

4. That the CITY and CONSULTANT agree to amend the scope of work to the Original Agreement to include the Additional Services as outlined in Exhibit "A" of this First Amendment.

5. That the CITY agrees to increase the Original Agreement's contract price by an additional amount up to twenty-eight thousand four hundred and forty dollars and zero cents (\$28,440.00) for the Additional Services.

6. That except as amended herein, the CITY and CONSULTANT ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein. In the event of any conflict or ambiguity by and between the terms and provisions of the

Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict and ambiguity.

**IN WITNESS OF THE FOREGOING**, the CITY and CONSULTANT have executed this First Amendment to the Original Agreement on the date first written above.

CITY OF HOLLYWOOD

By: \_\_\_\_\_  
Josh Levy, Mayor

ATTEST:

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM

.

\_\_\_\_\_  
Douglas R. Gonzales  
City Attorney

CONSULTANT: KIMLEY-HORN AND ASSOCIATES, INC.

\_\_\_\_\_  
Vice President  
Date:

## EXHIBIT “A”

### **Task 9 – Limited Construction Phase Services**

This task is to provide Limited Construction Phase Services by Consultant during construction of the Project. This scope of services is based on the Project being constructed in 365 calendar days.

There are six separate limited construction phase services sub tasks regarding the Project. The tasks are as follows:

1. FPL Utility Coordination
2. Clarifications and Interpretations
3. Construction Meetings
4. Construction Drawing Revisions
5. Final Notice of Acceptability of the Work.
6. Project Close Out

*FPL Utility Coordination.* The Consultant will provide limited assistance to the Client related to electrical utility service relocations for the project as described herein. The Consultant will coordinate with the designated FPL representative to review the proposed improvements and discuss potential FPL relocations that need to occur for the proposed improvements to be installed. This coordination will be limited to four (4) phone calls, two (2) letters/emails, and two (2) virtual meetings. Summaries of the correspondence will be documented and provided to the selected contractor during construction.

*Clarifications and Interpretations.* Consultant will respond to reasonable and appropriate Contractor requests for information (RFIs) that cannot be reasonably addressed by the CEI firm and issue necessary clarifications and interpretations to the selected CEI firm. CEI firm will distribute the RFI responses to the contractor. Any orders authorizing variations from the Contract Documents will be made only by Client.

*Construction Meetings.* Consultant will attend construction meetings on site (or virtually) as requested by the City. For this task, it is assumed that up to twelve (12) meetings will be required as part of this task.

*Construction Drawing Revisions.* Consultant will revise construction drawings and issue revisions, as needed, to address RFIs and unforeseen conditions.

*Final Notice of Acceptability of the Work.* Consultant will conduct a final site visit to evaluate whether 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.

*Project Close Out.* The Consultant will assist the Client in developing permit coordination packages to close out existing civil-related permits. Permit packages may require Client signatures, and all permit fees will be paid by the Client. The Consultant will review As-built drawings prepared, provided, and certified by the Contractor for incorporation into the permit close out packages.

#### **Task 10 – Generic Project Letter and Encroachment Letter Mailings**

Consultant will engage sub-consultant to provide notification letters to residents being impacted by the proposed improvements via certified mail. Consultant will provide both generic letter for notification of project to all residents within the project area and property specific letters for individual encroachments within the Right-of-Way. Generic letter mailings will be provided twice, once before the start of construction and again during construction when directed by the City. Encroachment letter mailings will be provided one time only (30 days prior to construction, or when directed by the City).

#### **Task 11 – Arborist Report**

Consultant will engage sub-consultant to provide professional certified arborist services in support of this project. This will include conducting field evaluations of all trees and palms, in their current static state, as indicated in tree disposition plan Sheet #L120 as created by Consultant dated 3/26/24. This study will verify tree species, trunk diameter and canopy dimensions for shade trees, clear trunk height is indicated in feet for palm trees. A non-numeric condition rating will be assigned as either good, moderate or poor, as defined by ANSI standard A300 (part 5). This condition rating will be supported by a short narrative if necessary. A full-size photograph of each tree/palm will be provided, and additional smaller, detailed photographs will be provided for any specific conditions or issues (this document is not a hazard tree report). Sheet L120 indicates total trees/palms to remain are 174 and total trees/palms to remove is 113, totaling 287 trees/palm.

For the services set forth above, Client shall pay Consultant the total lump sum labor fee of **\$28,440**.