



December 19, 2023

Luis Lopez, P.E.
Engineering Support Services Manager
City of Hollywood – Design and Construction Management
P.O. Box 229045
Hollywood, FL 33022-9045

***RE: State Road 7 Bus Stop Improvements and Pedestrian Lighting Design from
Pembroke Road to Hollywood Boulevard
Hollywood, Florida***

Dear Mr. Lopez,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the City of Hollywood's "RFQ-466-21-DCM Civil Engineering General Services Agreement", the Broward County's "Transportation Surtax Addendum For Municipal Consultant Contracts (Surtax Project# HOLL-036/ COH-RFQ # 4666-21-DCM-CSA)", and the "Interlocal Agreement Between Broward County and The City of Hollywood for Surtax-Funded Municipal Transportation Project: US 441/SR7 Improvement Project (HOLL-036)", is pleased to submit this proposal to the City of Hollywood ("City" or "Client") for providing professional engineering services related to the State Road 7 (SR 7) bus stop improvements and pedestrian lighting design from Pembroke Road to Hollywood Boulevard. The pedestrian lighting design will be based on the Lighting Justification Report provided by Kimley-Horn, dated October 2022. Our project understanding, scope of services, and fee follows.

Project Understanding

The City of Hollywood has requested Kimley-Horn to prepare a pedestrian lighting design for State Road 7 from Pembroke Road to Hollywood Boulevard based on planned roadway improvements to replace/upgrade the existing lighting system. The proposed lighting improvements on SR 7 include pedestrian-scale lighting on the east side of the road to supplement the existing roadway lighting on the west side of the road. The roadway cross section will remain unchanged. Adjacent parks are being upgraded concurrently (by Others) with the lighting project, which will increase the volume of pedestrian and bicyclist activity and demand within the corridor. The design will be based on the Florida Department of Transportation (FDOT) Design Manual Chapter 231 Conventional Roadway Lighting criteria. The City of Hollywood has also requested the installation of minor hardscape improvements for four (4) bus stops along State Road 7 from Pembroke Road to Hollywood Boulevard. The proposed minor hardscape improvements for the four (4) bus stops are limited to one (1) bench, one (1) trash receptacle, and (1) bike rack per bus stop location.

Kimley-Horn assumes the following:

- Surveying is not required and as such not included in this scope of service. If a survey is needed, we can provide as an additional service.
- No easements or work on private property will be required.
- 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. Contract front end documents for bidding the project will be provided by the City.

- The City will be responsible for selecting the four (4) bus stops along SR 7 to receive the minor hardscape improvements described above.
- SR 7 proposed park improvement plans will be provided by the City prior to commencement of this scope of services.
- Maintenance of Traffic (MOT) and dewatering plans, if required, will be provided by the Contractor or others.

Scope of Services

Task 1 – Project Kick-Off and Schematic Design

Kimley-Horn will attend one (1) site visit to observe existing conditions and assess potential design integration with surrounding spaces. After the site visit, Kimley-Horn will organize and attend one (1) kick-off meeting with the Client to discuss the project, desired design elements, and to review the project schedule.

Kimley-Horn will provide one (1) schematic design that will include the conceptual path lighting design and the minor bus stop improvements on a high-resolution aerial background for the project based on input provided by the City as a result of the kickoff meeting discussed above.

Upon receiving Client input, Kimley-Horn will revise the schematic design to produce design development documents that will be used as a basis for the permit/construction documents.

Task 2 – FDOT Coordination

Kimley-Horn will coordinate the lighting design methodology with FDOT prior to the construction document development described in Task 4 to prepare for the permitting process. This will include coordination to:

- Contact FDOT to obtain as-built documentation for the existing roadway lighting system to determine location, pole mounting height, arm length, and fixture basis of design
- Solicit .ies file for existing lighting fixtures and appropriate light loss factor based on age
- Attend one design analysis meeting with District 4 Traffic Operations to discuss methodology
- One round of submittal, review, response to comments, and revision to the lighting design

Task 3 – Lighting Design Analysis Report

Kimley-Horn will prepare a Lighting Design Analysis Report (LDAR) consistent with FDOT Design Manual Chapter 231 criteria as agreed upon in the Memorandum of Understanding dated August 18, 2023. The LDAR will model the existing lighting system and compare horizontal illuminance values to the current year design criteria to determine whether current Corridor Lighting criteria are satisfied or whether there is a deficiency. The LDAR will also summarize the proposed photometrics with the pedestrian-scale lighting constructed to ensure criteria remain within allowable tolerances. The analysis will include evaluation of the vertical illuminance at signalized crosswalks adjacent to proposed pedestrian-scale lighting improvements.

The existing model will be based on FDOT-provided as-built documents and City of Hollywood maintenance records as available. The LDAR will be submitted to FDOT District 4 Traffic Operations for review and concurrence prior to construction document development described in Task 4.

Task 4 – Construction Document Development

Kimley-Horn will prepare 60% and final plans and details at a scale suitable for bidding purposes, to include the minor bus stop improvements, path lighting, photometrics, and electrical design for the pedestrian lighting 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 around the project limits.
- Prepare 60% and final plans typically consisting of the following:
 - **Site Civil Plans** for proposed bus stop improvements that will delineate the locations of the proposed benches, trash receptacles, and bike racks for each of the four (4) bus stop locations. The site civil plans will also include construction details for the proposed hardscape features.
 - **Site Electrical Plans** for proposed improvement areas will delineate the electrical service and lighting for the east corridor along SR 7. The luminaires shown in the recently completed SR 7 Linear Park Improvements will be used as the basis of design for consistency along the corridor and simplicity in maintenance. The scope includes preparation of a site plan with electrical and lighting details, photometric analysis for the pedestrian pathway, and coordination with the City.
- Submit the 60% CD's to the City 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 construction drawings to the City for review and meet with the City to discuss.
- Provide a preliminary Opinion of Probable Construction Costs at the 60% and final submittals for proposed improvements.

Kimley-Horn will attend two (2) meetings with the City during the construction document development process (60% and Final) to discuss and review the project.

Task 5 – 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.

- **Florida Department of Transportation**
 - Utility Permit with Maintenance Agreement
- **City of Hollywood**
 - Building Department
 - Engineering/Public Works

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 6 – Public Meetings

As part of this Task, Kimley-Horn will:

- Prepare up to two (2) PowerPoint presentations.
- Attend and present at up to two (2) public meetings which may consist of City Commission, community associations, and other public forums during the duration of the project.

Task 7 – FPL Coordination

Kimley-Horn will provide limited assistance to the City related to electrical utility service for the project as described herein. Kimley-Horn will request an availability letter from FPL for electrical service during design. Kimley-Horn will coordinate with the designated FPL project manager and provide this information to the selected contractor during construction.

Task 8 – 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 9 – Limited Construction Phase Services

The shop drawing and procurement process is assumed to be 2 months. The construction duration of this project is assumed to be 3 months and the project closeout is assumed to be 1 month for a total construction phase duration of 6 months.

Kimley-Horn and the design team will be available to provide the following limited construction phase services for the project:

- Issue clarifications and interpretations (RFI review).
- Review selected shop drawings and samples.
- Perform up to eight (8) onsite observations, at three (3) hours maximum per site visit.
- 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.

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.

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.

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:

- Topographic survey
- Drainage calculations or improvements
- Geotechnical engineering
- Utility relocations
- Soft Digs
- Environmental engineering
- Traffic Studies or traffic engineering services
- Attendance to meetings, presentations and/or hearings outside of those listed above

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
- Maintenance records
- Access to the site

Schedule

We will provide our services as expeditiously as practicable to complete the scope of services within the time frame mutually agreed upon between Kimley-Horn and the City.

Fee and Billing

Kimley-Horn will perform the services in **Tasks 1-9** for the lump sum fee of **\$96,000**. Billings will be monthly based on the progress of the Task.

Task 1 – Project Kick-Off and Schematic Design	\$16,000
Task 2 – FDOT Coordination	\$5,000
Task 3 – Lighting Design Analysis Report	\$15,000
Task 4 – Construction Document Development	\$34,000
Task 5 – Permitting	\$5,000
Task 6 – Public Meetings	\$4,000
Task 7 – FPL Coordination	\$3,000
Task 8 – Limited Bidding Assistance	\$4,000
Task 9 – Limited Construction Phase Services	\$10,000
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TOTAL LUMP SUM	\$96,000

Closure

The terms and conditions of the City of Hollywood’s “RFQ-466-21-DCM Civil Engineering General Services Agreement”, the Broward County’s “Transportation Surtax Addendum for Municipal Consultant Contracts (Surtax Project# HOLL-036/ COH-RFQ # 4666-21-DCM-CSA)”, and the “Interlocal Agreement Between Broward County and The City of Hollywood for Surtax-Funded Municipal Transportation Project: US 441/SR7 Improvement Project (HOLL-036)” 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 Attachment “A”. Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the consultant.

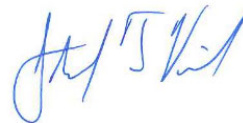
We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Marissa Maring, P.E.
Project Manager



Stefano F. Viola, P.E.
Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Ins. Center/Greyling 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C. No. Ext): 7702207699 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No.): 7702207699	
	INSURER(S) AFFORDING COVERAGE			
INSURED Kimley-Horn and Associates, Inc. 421 Fayetteville Street, Suite 600 Raleigh, NC 27601	KIMLASS	INSURER A : National Union Fire Ins Co of Pittsburg		NAIC # 19445
		INSURER B : Allied World Assurance Co (U.S.) Inc.		19489
		INSURER C : New Hampshire Insurance Company		23841
		INSURER D : Lloyd's of London		85202
		INSURER E :		
		INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 2006057445

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GL5268169	4/1/2023	4/1/2024	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA4489663 CA2970071	4/1/2023 4/1/2023	4/1/2024 4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			03127930	4/1/2023	4/1/2024	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC015893685 (AOS) WC015893686 (CA)	4/1/2023 4/1/2023	4/1/2024 4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
D	Professional Liab			B0146LDUSA2304949	4/1/2023	4/1/2024	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ-466-21-DCM; BROWARD COUNTY SURTAX ADDEDNDUM #HOLL-036 US 441 IMPROVEMENT PROJECT; Marissa Maring. The City of Hollywood is named as an Additional Insured with respects to General & Automobile Liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER**CANCELLATION**

City of Hollywood 2600 Hollywood Blvd., Room 419 Hollywood FL 33022	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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