



October 23, 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:
North Central Septic to Sewer Conversion – City Project No. 17-7083**

Dear Mr. Aurelus:

In accordance with our Professional Services Agreement for General Engineering Consulting Services for Water, Sewer, Reuse and Stormwater Infrastructure Projects (City Project No. 17-1325), 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) The City of Hollywood proposes to expand its existing sanitary sewage collection system throughout the public rights-of-way located within the general limits described below and more specifically depicted on the Project Map in Attachment 1:
 - From the north right-of-way line of the Alley south of Polk Street to the south right-of-way line of Taft Street between the east right-of-way line of Interstate I-95 and the west right-of-way line of N. Dixie Highway.

Excluded from the scope of services are those areas within the above-described limits that are shown on the City’s sanitary sewer atlas as already having gravity sewers, such as the following:

- Areas north of Arthur Street and west of N. 26th Avenue
 - Certain areas abutting N. Dixie Highway as shown on the Project Map in Attachment 1
- 2) The project will be divided into two sanitary sewer basins, with the dividing basin boundary line generally occurring along the real and theoretical right-of-way of N. 25th Avenue.
 - 3) The East Basin will convey sewage flows to existing City of Hollywood Sewage Lift Station W-09 located along the east side of N. 22nd Avenue just north of Johnson Street.
 - 4) The West Basin will convey sewage flows to a new proposed City of Hollywood Sewage Lift Station (W-25) to be located within the vacant City-owned property at approximately 2810 Lincoln Street. W-25 will pump flows east along Lincoln Street via a new force main and connecting with the existing force main that runs north-south along N. 24th Avenue.

- 5) Proposed sanitary sewer laterals will be provided from the proposed gravity sanitary sewer mains up to the front property line of each bordering property and capped for future connections to the buildings (by others).
- 6) Design and permitting of the Project will be performed in two phases. The initial phase will consist of the new gravity mains, manholes and laterals along Johnson Street from N. 30th Road east to N. 22nd Avenue, including capped stub-outs for connections to side roads along Knights Road, N. 29th Avenue, N. 28th Avenue, N. 26th Avenue, N. 25th Avenue, N. 24th Avenue and N. 22nd Avenue. The initial phase will be designed and permitted in coordination with roadway improvements proposed by FDOT as depicted on Financial Project I.D. 434672-1-52-01 along Johnson Street, with the intent that reconstruction of Johnson Street will be completed by FDOT before construction begins on the remainder of the sanitary sewer system. The second phase will include the remainder of the Project.
- 7) Kimley-Horn will coordinate with regulatory agencies and make every reasonable attempt to phase the permits and approvals such that permits do not expire prior to completion of subsequent phases. However, Kimley-Horn cannot guarantee that approvals will be able to be maintained active. Should any approvals need to be reinstated or re-applied for, Kimley-Horn will submit a supplemental fee proposal for those services.
- 8) This scope of services will include assistance during the Contract Bid Phase and Construction Phase Services only for Phase I. As subsequent project phases are defined Kimley-Horn will provide supplemental fee proposals to cover those bid and construction processes.
- 9) The general scope of services includes basin delineation, sewage flow projections, pipe sizing and hydraulics, design, preparation of construction documents, regulatory assistance, assistance during the bid and award phase of the construction contract, and limited construction phase services for the following proposed sanitary sewer system expansion improvements within the Project Limits:
 - a. Approximately 80,000 LF of new gravity sanitary sewer collection mains and manholes within two sanitary basins.
 - b. 120-LF trenchless (cased) pipeline installation under CSX right-of-way.
 - c. 6-inch minimum diameter sanitary laterals from new mains capped at each front property line.
 - d. Upgrades to existing City of Hollywood Sewage Lift Station W-09 to provide sufficient additional capacity to handle projected flows from proposed East Basin.
 - e. New sanitary sewage lift station W-25 to handle flows from West Basin.
 - f. Approximately 3,200 LF of new force main from L.S. W-25 and connecting to the existing force main along N. 24th Avenue.

PROJECT ASSUMPTIONS

- 1) The Scope of Services and fee are based on the assumption that the Project will be designed, permitted, bid and constructed concurrently with Water Main Replacement Project 16-5134. If this Project is intended to be completed as a self-standing project, a supplemental scope of services and fee will be provided to the City for services that would have been provided under the Water Main Replacement Project.
- 2) New or upgraded lift stations will be duplex or triplex stations of the submersible wet-well type without permanent backup generator or diesel tank, similar to existing station W-09 on N. 22nd Avenue and Johnson Street.

- 3) It is assumed that concrete and reinforcing steel design for the proposed lift station will be based on the City's standard details and provided on shop drawings submitted by the concrete pre-caster's engineer. Only buoyancy calculations will be provided under this Scope of Services.
- 4) Emergency backup power to proposed or upgraded lift stations will be provided by the City via portable generators. Design of permanent backup generators and fuel tanks will not be required.
- 5) Telemetry will be based on the City's current in-place system.
- 6) Existing force main pressures needed for lift station calculations will be provided by the City.
- 7) Flows from existing force mains originating outside the Project Limits that are to be interconnected with the proposed system will be provided by the City.
- 8) Proposed sanitary sewer laterals will be capped at the right-of-way lines fronting abutting properties. This scope does not include re-routing/reconnecting building laterals from septic systems to the street laterals or any other work within private property.
- 9) The locations of the proposed sanitary laterals along the property frontages will be based on the locations of existing cleanouts and septic tank manholes if visible from the right-of-way, best available information obtained from the City of Hollywood, the project's topographic survey, septic system permit records, and site observations from the public right-of-way. Door-to-door efforts to locate the laterals or septic systems from within the private properties are not included but may be provided as an hourly additional service. The contractor will have to verify the actual locations of private laterals and septic systems prior to starting construction.
- 10) Decommissioning of existing septic systems is not included in this Scope of Services.
- 11) This scope of services will include the abandonment of two existing sanitary lift stations. It does not, however, include asbestos removal permits.
- 12) The Consultant will utilize "best available" utility records provided by others, visual reconnaissance and limited sub surface exploration (SUE) to map existing underground utilities. Should the proposed gravity sewer be in conflict with an existing underground utility, Kimley-Horn will make every attempt to adjust the alignment of the proposed gravity sewer in order to clear the conflict. However, if it is not possible to avoid, Kimley-Horn will identify the existing utility to be relocated to ECSD in order to initiate a service request with the utility provider. Typically, plans for utility relocations are performed by the utility owner/operator. If required, Kimley-Horn may provide design of utility relocations as an additional service depending on the types, sizes and locations of the existing utilities, and the extent of the relocations. If the utilities in conflict are water distribution, storm sewers or sewage collection mains owned by the City of Hollywood Kimley-Horn will prepare plans for adjusting those as part of the base scope.
- 13) Project phasing will be discussed with City staff during the design kick-off meeting. Any changes to the phasing described above will be performed as additional services.
- 14) Restoration of public rights-of-way disturbed by construction will match the existing condition. If needed, roadway/traffic engineering services to modify existing roadways and/or traffic controls may require additional services.
- 15) Plans for maintenance of traffic (MOT) during construction will be prepared by the contractor and are not included in this scope of services.
- 16) Right-of-way or easement title searches or acquisition is not included in this scope of services.
- 17) Studies to evaluate alternative pipe materials are not included but may be performed as an additional service.
- 18) Except at the CSX 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.

- 19) Kimley-Horn will make every effort to extend gravity sewers to all properties within the Project Limits. If it is not possible to extend gravity lines, Kimley-Horn will identify those areas that cannot be covered by gravity and provide a supplemental scope of service for design of additional lift stations.

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 four (4) Standard Penetration Test (SPT) borings per Basin near each lift station toward the deeper sewer runs (total of eight) to depths of 20, 25, 30 and 40 feet below grade in accordance with ASTM D-1586 specifications. This is to supplement the 66 SPT borings being performed under Water Main Replacement Project 16-5134. 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 for many of the rights-of-way within the Project Limits is already being provided under Water Main Replacement Project 16-5134. This survey scope will cover additional roads where only sewer improvements will be constructed.

The survey will identify rights-of-way, centerlines, easements, and locate existing aboveground and underground improvements, trees, utilities, etc., traffic signs (by name), pavement markings and building numbers. An optional survey task will be provided for recording finished floor elevations (FFE) for a selected number of properties near the upstream ends of the proposed gravity systems in order to help determine the minimum depth required for the proposed mains to allow connections to those properties. The sub-consultant's scope of services is included in Attachment 3.

Deliverables:

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

Task 3 – Subsurface Utility Exploration (SUE) (Optional Task)

It will be important to locate the horizontal alignment and depths of existing utilities that may be in conflict with gravity sewers, or where trenchless-type installations such as horizontal direction drilling (HDD), jack-and-bore, etc., will be implemented. Additionally, the following will be critical existing utilities to locate:

- Existing 24-inch to 30-inch diameter force mains along N. 24th Avenue
- Existing 48-inch diameter force main along N. 24th Avenue between Taft and McKinley Streets

For this reason, it is recommended that minimum-impact vacuum (“soft”) digs be performed in the early stages of the project to identify potential conflicts. Up to 39 test holes are already being performed under Water Main Replacement Project 16-5134. This scope of services includes up to 18 additional vacuum digs along Johnson Street. 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. The sub-consultant’s scope of services is included in Attachment 3.

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 – Lift Stations Electrical and Controls

Consultant will provide electrical engineering design, design of controls and specifications for a new master lift station W-25 at Lincoln Street and N. 28th Avenue, and upgrades to existing lift station W-09 located at N. 22nd Avenue and Johnson Street as follows:

Proposed Lincoln Street Lift Station:

- 1) Coordinate with FPL to provide a service point for the new station, including onsite electric meter with disconnect.
- 2) Provide permit/construction drawings and details for the following:
 - a. Site Electrical conduit, wiring, pull boxes
 - b. Design of electrical system and panels for proposed pumps and controls with instrumentation and remote telemetry communication with the City’s existing system
 - c. Grounding and lightning arrestor systems

- d. Ancillary electrical components including lighting and power to valve vault sump pump
- e. Flow meter and discharge pressure transmitter

Telemetry to lift station is assumed to be in place with only the addition of a Remote Telemetry Unit for the station needed. Design will be around existing City telemetry system. New technologies are not part of the design without additional design costs.

Existing N. 22nd Avenue Lift Station Upgrade:

- 1) Provide permit/construction drawings, diagrams and details for electrical and controls components as follows:
 - a. Updated one line drawings, site plan, power and instrumentation drawings
 - b. Updates to existing telemetry system
 - c. Updates to ancillary electrical components including lighting
 - d. Flow meter and discharge pressure transmitter

Assumptions:

- 1) Arc-Flash Study will be defined and performed by the Contractor.
- 2) Any labeling for PPE requirements will use NFPA 70E Tables.

The sub-consultant's scope of services is included in Attachment 3.

Task 5 – Building Shell and Façade for Proposed L.S. 25

The scope of this task involves the design and permitting of a ground-up construction of a new standalone building to be located within the city-owned vacant property at 2810 Lincoln Street, for the purpose of housing proposed lift station W-25. The proposed building will aim to replicate the appearance of the surrounding residences within the neighborhood. The building will incorporate overhead roll-up doors, entry doors, and louvers as required for the operation of the building. The building will be completely unfinished on the interior. Inside the building there will be no interior partitions or finished surfaces. Electrical and plumbing design will be limited to the electrical service needed to feed the pumps and flow meter, and a hose bib. The interior will consist of coated masonry walls and shall be waterproof materials. The dimensions of the building will be as needed to provide adequate clearances for City staff to maintain the lift station, while at the same time complying with City Planning and Zoning requirements for setbacks, etc. Service provided will include architectural design, structural design and electrical design.

Task 6 – Data Collection and Flow Analysis

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.
- 2) Coordinate sub-consultants' scopes and schedules for survey, geotechnical and SUE.
- 3) Kimley-Horn will coordinate with and/or 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 – Criteria for working underneath the I-95 overpass, and full coordination with roadway improvements proposed by FDOT on Financial Project I.D. 434672-1-52-01 along Johnson Street
 - 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 – Discuss County infrastructure to be shown on plans
 - Broward County Environmental Protection and Growth Management – Establish regulatory criteria for design of sanitary sewers, force mains and lift stations
 - CSX Railways – Discuss criteria for utility crossing of the railroad right-of-way
- 4) Prepare a permit tracking matrix with agency names, permit types, permit/approval numbers and anticipated issue dates.
 - 5) Provide a projected schedule from pre-design through permitting.
 - 6) 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 the rights-of-way not included in the Water Main Replacement Project.
 - 7) 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 along the rights-of-way not included in the Water Main Replacement Project.
 - 8) 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. Part of this information will come from the Water Main Replacement Project.
 - 9) Kimley-Horn will determine the projected sewage flows for the East and West Basins as follows:
 - a. Using the City’s zoning and land use maps, determine the maximum allowable development densities for each city block.
 - b. Apply sewage rates from Table I, “Estimated Sewage Flows” of Chapter 64E-6.008, FAC., and determine the projected sewage load demands along each segment of the system. Kimley-Horn will compare projected sewage loading with actual water billing data, but only if water meter billing records are provided by the City of Hollywood.
 - c. Determine proposed sanitary sewer pipe diameters and minimum allowable slopes using software based on Manning’s Equation.
 - d. Calculate the total Average Daily Flows and peak flows to be received at each lift station.
 - e. Using existing force main system pressures provided by the City, perform lift station flow calculations to determine the HP of the pumps required for both lift stations.
 - 10) Kimley-Horn will develop a preliminary master layout for the proposed sanitary sewer system, including gravity sewers and force mains, manholes, proposed points of connections and interconnections.
 - 11) Kimley-Horn will submit to the City a System Demands and Flow Analysis Report for each basin, including lift station calculations and a technical memorandum evaluating the system master layout plan and lift station design 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.

Deliverables

- Five sets of the System Demands and Flow Analysis Report
- Five sets of System Master Layout Plan

Task 7 – 60% Construction Drawings

Once the system master layout has been approved by City, this will be used as the basis for preparing the 60% 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 provide analysis and design and prepare construction drawings for a new submersible duplex lift station to be located within the City-owned vacant property at 2810 Lincoln Street in accordance with City of Hollywood Standard Details and Specifications, Broward County and FDEP Standards, to include electrical service and telemetry. The new station, to be called W-25, will service the west basin. It will not include backup generator or diesel fuel tank as the City will use portable generators when needed. Using the projected sewage loading to the station, Kimley-Horn will design the following:
 - Wet well diameter, depth, and pump on/off elevations for each pump
 - Calculate projected station head losses and total dynamic head
 - Develop pump and system curves
 - Coordinate with pump manufacturer to select most appropriate pumps
 - Perform buoyancy calculations for wet well
 - Coordinate with City operations staff to lay out the lift station site
 - Prepare lift station calculations report and construction drawings
- 2) Kimley-Horn will provide analysis and design and prepare construction drawings for upgrades to existing lift station W-09, located at the NE corner of Johnson Street and N. 22nd Avenue, to service the east basin. It will not include backup generator or diesel fuel tank as the City will use portable generators when needed. Using the projected sewage loading to the station, Kimley-Horn will determine the following:
 - Total flow (existing and additional) to be received at this station
 - Required upgrades, if any, to wet well structure and pump on/off elevations
 - Determine if impeller upgrade is sufficient or if new pumps are required
 - Prepare lift station calculations report and construction drawings
- 3) Kimley-Horn will refine the proposed horizontal alignment of the system, offsets from utilities and other physical features.
- 4) Based on existing utility information gathered during the above tasks, Kimley-Horn will identify locations where proposed mains cross existing utilities.
- 5) The Consultant will identify those locations where the proposed mains will cross critical facilities such as railroad and highway overpass, 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.

- 6) Based on projected lengths of sanitary laterals, Kimley-Horn will coordinate with the surveyor to obtain FFE information for buildings that will require unusually long laterals in order to connect to the proposed sanitary mains, especially near upstream areas of the system where pipe depths are anticipated to be shallow. Proposed system depth will be adjusted based on findings to accommodate building connections and avoid the need for private lift stations.
- 7) The plans will reflect the project phasing previously discussed with the City. Phase I will consist of all construction along Johnson Street. Phase I pipe alignments, slopes and depths will conform to the overall system design, and will include stub-outs along Avenues to allow for continuation of the system during subsequent phases without impacting any improvements (including pavement restoration) completed during Phase I.
- 8) Kimley-Horn will prepare 60% construction drawings consisting of the following:

<i>List of Drawings</i>	<i>No. Sheets</i>
Cover Sheet	1
Index of Sheets	1
General Notes and Phasing Plan.....	1
Project Key Maps	4
Sanitary System Details	4
Pavement restoration Details	2
Erosion Control Notes and Details	2
Sanitary Sewer Plan and Profile Sheets	135
Trenchless Plan and Details for R/R Crossing.....	1
Lift Station Plans, Notes and Details	5
<i>Total Sheets</i>	<i>156</i>

- 9) Kimley-Horn will provide a project schedule and prepare an engineer’s opinion of probable construction costs for proposed improvements.
- 10) Kimley-Horn will submit the 60% construction drawings, opinion of costs and updated schedule to the City for review.
- 11) Kimley-Horn will attend one meeting with ECSD staff during this phase.

Deliverables

- Five signed/sealed sets of the 60% construction drawings (24”x36”) in hardcopy format
- Lift station calculations and reports for East and West Basins
- Project schedule

Updated Engineer’s Opinion of Probable Construction Cost for the proposed improvements.

Task 8 - 90% Construction Drawings

Based on the City-approved 60% plans, Kimley-Horn will prepare 90% construction drawings further developing the design and providing additional details for construction. 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:

- 12) Kimley-Horn will further refine the proposed horizontal alignment of the system, including stations/offsets, manholes and fittings, offsets from utilities and other physical features.
- 13) Based on existing utility information gathered during the above tasks, Kimley-Horn will identify locations where proposed mains cross existing utilities. Profiles will be provided along proposed mains throughout the project. 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.
- 14) The Consultant will identify those locations where the proposed mains will cross critical facilities such as railroad and highway overpass, 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.
- 15) Based on projected lengths of sanitary laterals, Kimley-Horn will coordinate with the surveyor to obtaining FFE information for buildings that will require unusually long laterals in order to connect to the proposed sanitary mains, especially near upstream areas of the system where pipe depths are anticipated to be shallow. Proposed system depth will be adjusted based on findings to accommodate building connections and avoid the need for private lift stations.
- 16) Profiles will show system depths, slopes, vertical separation from existing utility crossings, etc.
- 17) The plans will reflect the project phasing previously discussed with the City. Phase I will consist of all construction along Johnson Street. Phase I pipe alignments, slopes and depths will conform to the overall system design, and will include stub-outs along Avenues to allow for continuation of the system during subsequent phases without impacting any improvements (including pavement restoration) completed during Phase I.
- 18) 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 and Phasing Plan	3
Project Key Maps	4
Sanitary System Details	4
Pavement restoration Details	2
Erosion Control Notes and Details	2
Sanitary Sewer Plan and Profile Sheets	135
Trenchless Plan/Profile and Details for R/R Crossing.....	2
Lift Station Plans, Notes and Details.....	10
<u>Pavement Restoration Plans</u>	<u>36</u>
<i>Total Sheets</i>	<i>200</i>

- 19) Kimley-Horn will update the project schedule and prepare an engineer’s opinion of probable construction costs for proposed improvements.
- 20) Kimley-Horn will submit the 90% construction drawings, opinion of costs and updated schedule to the City for review.
- 21) Kimley-Horn will attend one meeting with ECSD staff during this phase.

Deliverables

- Five signed/sealed sets of the 90% construction drawings (24"x36") in hardcopy format

- Updated lift station calculations and reports for East and West Basins
- Updated project schedule
- Updated Engineer’s Opinion of Probable Construction Cost for the proposed improvements.

Task 9 – 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 review comments and incorporate these, if needed, as revisions to the plans.
- 2) Based on findings during Task 6, Kimley-Horn will identify locations where vacuum digs are needed to better define underground utility locations where potential conflicts may exist.
- 3) 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
Project Phasing Plan	1
Sanitary System Details	6
Pavement restoration Details	2
Erosion Control Notes and Details	2
Sanitary Sewer Plan and Profile Sheets	135
Trenchless Plan/Profile and Details for R/R Crossing.....	4
Lift Station Plans, Notes and Details.....	14
<u>Pavement Restoration Plans</u>	<u>36</u>
Total Sheets	208

- 4) Kimley-Horn will submit the following to the City for review:

Deliverables (to City)

- Five signed/sealed sets of the 100% construction drawings (24"x36") in hardcopy format
- Updated lift station reports for East and West Basins
- Updated project schedule
- Updated Engineer’s Opinion of Probable Construction Cost for the proposed improvements
- Technical specifications

Task 10 – Regulatory Assistance

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

- City of Hollywood Building Department

- Florida Department of Transportation District 4 – Utility Permit and approval of work beneath I-95
 - Broward County Public Works Department:
 - Traffic Engineering Division – Impacts to traffic signs, signals, school flashers, RPMs and pavement markings
 - Highway Construction and Engineering Division – Work within Broward County right-of-way or impacting County-owned telecommunications infrastructure
 - Broward County Environmental Protection and Growth Management – Proposed sanitary sewers, force mains and lift station improvements
 - CSX Railways – Permit or license for utility crossing of the railroad right-of-way
- 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.

The above includes Kimley-Horn’s understanding of the complete permitting and approvals process for the proposed improvements. Submittals for review and approval through agencies not described above due to changes in permitting processes which took effect after ATP was issued to the Consultant, or due to changes in project scope will be provided as a supplemental service to be negotiated at a later date. Kimley-Horn will address review comments and requests for information from each permitting agency referenced above.

Upon receiving and addressing review comments, Kimley-Horn will submit Phase I Plans and calculations to FDOT for inclusion in the bid package for Financial Project I.D. 434672-1-52-01 along Johnson Street.

Task 11 – Bid Phase Assistance (Phase I – Johnson Street Only)

It is understood that during this phase, FDOT District 4 will be responsible for advertising the project for bid and administering the bid and award process for proposed sanitary sewer improvements along Johnson Street between N. 30th Road and N. 22nd Avenue. Bid assistance services under this task are limited to sanitary sewer improvements along the right-of-way of Johnson Street. Kimley-Horn will provide construction drawings, City of Hollywood specifications and standard details for sanitary sewer systems. During this phase of the project Kimley-Horn will only be required to perform the following services:

- 1) Attend up to two meetings at FDOT District 4 to coordinate the specifications, appendices and other bid documents provided by Kimley-Horn.
- 2) Respond to bidder RFIs pertaining specifically to proposed sanitary sewer system on Johnson Street.

The following are not included in the scope of services:

- 1) Re-formatting bid documents to match format of FDOT specifications and/or bid documents
- 2) Replacing City of Hollywood specifications and/or standard details with FDOT design standards and specifications
- 3) Attendance to pre-bid conference or bid opening

- 4) Issuing addenda to the bid
- 5) Bid tabulations, performing reference checks, and ranking bidders and recommending contractor selections.

A supplemental scope of services and fee will be provided at a later date for bid phase assistance for improvements along other than Johnson Street.

Deliverables

- 1) Five hardcopy originals and electronic copy (MS Word) of the final bid/contract document.
- 2) Electronic copy (PDF) of the construction drawings

Task 12 – Limited Construction Phase Services (Phase I – Johnson Street Only)

It is understood that construction during this phase will be limited to the right-of-way of Johnson Street from N. 30th Road to N. 22nd Avenue, and that FDOT will take the lead in the construction administration efforts. Construction assistance services under this task are limited to sanitary sewer improvements along the right-of-way of Johnson Street. Pump station improvements will not be included in this phase of construction. During the construction phase of the proposed project, the Consultant will provide the following services:

- 1) Attend one pre-construction meeting with FDOT, the Client and selected contractor, including providing agenda items and taking notes relevant to sanitary sewer improvements. It is our understanding that FDOT will take the lead in the
- 2) Review shop drawing submittals from the contractor for sanitary sewer 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 relevant to sanitary sewer improvements.
- 4) Perform site observations during construction and provide site observation reports to the City of Hollywood relevant to the proposed sanitary sewer system improvements.
- 5) Witness lamping and exfiltration tests for completed sanitary sewer improvements and provide reports of test results.
- 6) Review sanitary sewer as-built drawings for portions of the project as they are completed, prepare engineer's certifications for the partially completed work and submit requests for partial and final clearance to the Broward County Environmental Protection and Growth Management Department.
- 7) Visit the site at substantial completion to prepare a punch-list of sanitary sewer items that are found not to be in conformance with the contract documents, or items that require correction, completion or replacement.
- 8) Attend final site walk-through to confirm that corrective punch-list items were addressed to the satisfaction of the Engineer.
- 9) Prepare final Engineer's Certification of Completion for the system.

A supplemental scope of services and fee will be provided at a later date for construction phase assistance for improvements along other than Johnson Street.

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 rights-of-way
- 2) Design of additional lift stations, lift station upgrades, or demolition of lift stations not described in the above scope of services
- 3) Maintenance of traffic (MOT) plans
- 4) Preparation of board-mounted exhibits and renderings for presentations and public meetings
- 5) Relocations/modifications of existing utilities in the project area
- 6) Roadway design and cross-sections
- 7) Landscape architecture
- 8) Meetings in excess of those described in the above tasks
- 9) Environmental site assessments (Phase I and II) and testing services
- 10) Dewatering plans
- 11) Design of corrosion protection systems
- 12) Earthwork calculations
- 13) Structural design calculations other than what is needed for the new lift station shell building and buoyancy calculations for the wet wells
- 14) Design of large (greater than 16-inch) diameter transmission mains
- 15) Changes to proposed sanitary sewer main alignments after plans are submitted for permits
- 16) Design, permitting and construction of mains outside the Project Limits
- 17) Review of applications for progress payments from the contractor
- 18) 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) Water meter billings records for all properties within the Project Limits
- 3) Current permit information and elapsed time readings for existing lift station W-09
- 4) Flows from force mains originating outside the project limits
- 5) Existing force main system operating pressures and flows at connecting points
- 6) Permit application fees (as required)
- 7) 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>
Geotechnical, Topographic Survey, SUE	2 months (concurrent)
Data Collection and Flow Analysis	2 months
60% Construction Drawings	6 months
90% Construction Drawings	6 months
100% Construction Drawings	2 months
Regulatory Assistance	4 – 6 months
Bid Phase Assistance	Dependent on FDOT bid process
Limited Construction Phase Services	Dependent on FDOT construction process

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 in Tasks 1 through 12 of the Scope of Services for the lump sum fee of **\$890,574.20** as shown below 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	\$7,005.40
2	Topographic Route Survey:	
	2.A – Topographic Route Survey	\$20,983.00
	2.B – Finished Floor Elevations (FFE).....	\$7,000.00
3	Subsurface Utility Exploration (SUE)	\$22,280.00
4	Lift Stations Electrical and Controls.....	\$27,687.00
5	Building Shell and Façade for Proposed L.S. 25	\$17,000.00
6	Data Collection and Flow Analysis	\$90,199.97
7	60% Construction Drawings	\$261,253.82
8	90% Construction Drawings	\$203,364.00
9	100% Construction Drawings	\$116,162.69
10	Regulatory Assistance	\$65,166.10
11	Bid Phase Assistance	\$5,126.13
12	Limited Construction Phase Services	\$47,346.10
	Total Lump Sum Fee	\$890,574.20

CLOSURE

The terms and conditions of the Professional Services Agreement for General Engineering Consulting Services for Water, Sewer, Reuse and Stormwater Infrastructure Projects (City Project No. 17-1325) 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". 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.
Senior 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

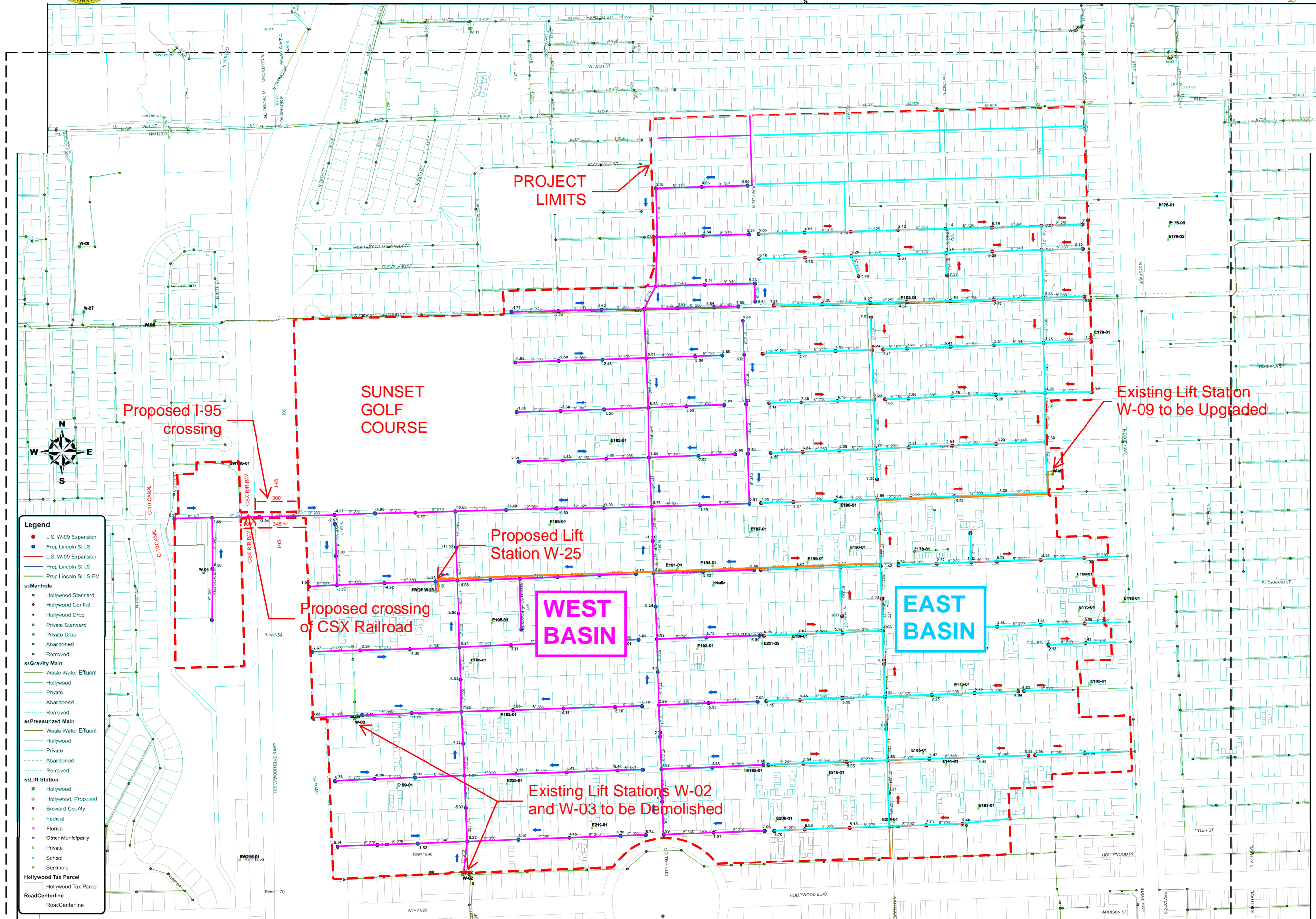
PROJECT MAP



NORTH CENTRAL SANITARY SEWER EXPANSION CITY PROJECT 17-7083



- - - PROJECT LIMITS
- PROPOSED GRAVITY SEWER (EAST BASIN)
- PROPOSED GRAVITY SEWER (WEST BASIN)
- PROPOSED FORCE MAIN
- EXISTING GRAVITY SEWER



ATTACHMENT 2

STAFF-HOUR ESTIMATE



STAFF-HOUR ESTIMATE

Project Name: North Central Sanitary Sewer Expansion
 Client: City of Hollywood Department of Public Utilities
 City Project No. 17-7083
 Date Prepared: 10/23/2017
 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 (hours)	Senior Prof. (hours)	Project Manager (hours)	Professional Engineer (hours)	Project Engineer (hours)	Engineer Analyst (hours)	CADD Designer (hours)	Support Staff (hours)	Total KHA Labor (hours)	
	Distribution	0.0%	0.1%	6%	25%	20%	18%	30%	1%	100%	
1	Geotechnical Exploration										\$ 7,005.40
2	Topographic Survey:										
	2.A - Topographic Route Survey										\$ 20,983.00
	2.B - Finished Floor Elevations (FFE)										\$ 7,000.00
3	Subsurface Utility Exploration (SUE)										\$ 22,280.00
4	Pump Stations Electrical and Controls										\$ 27,687.00
5	Building Shell and Façade for Proposed L.S. 25										\$ 17,000.00
6	Data Collection and Flow Analysis	0.0	1.0	42.5	175.5	140.5	126.5	210.5	7.5	704.0	\$ 90,199.97
7	60% Construction Drawings	0.0	2.5	122.5	509.0	407.5	366.5	611.0	20.5	2039.5	\$ 261,253.82
8	90% Construction Drawings	0.0	2.0	95.5	396.0	317.0	285.5	475.5	16.0	1587.5	\$ 203,364.00
9	100% Construction Drawings	0.0	1.0	54.5	226.5	181.0	163.0	271.5	9.5	907.0	\$ 116,162.69
10	Regulatory Assistance	0.0	1.0	30.5	126.5	101.5	91.5	152.0	5.5	508.5	\$ 65,166.10
11	Bid Phase Assistance (Johnson Street Only)	0.0	0.5	2.5	9.5	8.0	7.0	11.5	0.5	39.5	\$ 5,126.13
12	Limited Constr. Phase (Johnson Street Only)	0.0	0.5	22.5	92.0	73.5	66.5	110.5	4.0	369.5	\$ 47,346.10
	Subtotal (Hours)	0.0	8.5	370.5	1535.0	1229.0	1106.5	1842.5	63.5	6155.5	
	Hourly Rates (\$/hr.)	\$ 362.98	\$ 273.57	\$ 194.98	\$ 155.58	\$ 117.12	\$ 109.44	\$ 111.14	\$ 85.50		
	Total by Classification (Dollars)	\$ -	\$ 2,325.33	\$ 72,238.61	\$ 238,821.44	\$ 143,940.48	\$ 121,095.36	\$ 204,768.08	\$ 5,429.50		\$ 890,574.20

ATTACHMENT 3

SUB-CONSULTANT FEE PROPOSALS

June 28, 2017

Mr. Juan E. Jimenez, PE
Kimley-Horn
355 Alhambra Circle, Suite 1400
Miami, Florida 33134

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 Johnson Street Gravity Sewer Expansion

Dear Mr. Jimenez:

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 18 test holes as directed by the design engineer via emails on May 23 and June 28, 2017 on Johnson Street between the east side of I-95 and the west side of South Dixie Highway.

Utility Locates (test holes)

Cardno will perform up to 18 test holes at specific utility conflicts as directed by the design engineer. Cardno will notify Sunshine 811 two 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. In addition, known non-conductive utilities will be investigated with single-channel GPR. Existing utility service lines and aerial facilities are not included in this project.

In order to obtain the vertical depths of the utilities under paved or concrete surfaces, Cardno will need to utilize a concrete cut-off saw to provide a square cut area (12"x12") in the asphalt/concrete to allow for vacuum excavation. 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 reinstate with native materials in 6-inch lifts being compacted to the level of 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. Any additional restorations or conditions to meet the permitting requirements will be charged extra.

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 18 = \$7,110
	<ul style="list-style-type: none">• Minimum of 6 test holes per request.
Survey support:	\$165/per test hole x 18 = \$2,970
	<ul style="list-style-type: none">• Survey support for mapping test holes and producing final deliverables.
MOT Crew:	\$275/per test hole x 18 = \$4,950
	<ul style="list-style-type: none">• Daily rate includes crew, truck and advanced MOT equipment
MOT Plans:	\$5,000
	<ul style="list-style-type: none">• Includes traffic control plan preparation performed by Area Wide Protection (AWP) and permit fees.
Permit Fees:	\$2,250
	<ul style="list-style-type: none">• Includes City permitting fees and coordination

We are prepared to provide the services described above for a Limiting Maximum Fee of **\$22,280** for all 18 test holes. MOT plans and permit fees are a flat rate. Test hole fees are charged at a unit rate based on the amount of test holes requested by the engineer.

Deliverables:

1. Test hole data sheets containing utility information as found will be provided.
2. Cardno will survey test holes. If project control is not available from the client or non-existent near the project limits, Cardno will utilize RTK GPS methods using Florida's Primary Reference Network (FPRN) system to establish horizontal (NAD 83) values. An AutoCAD 2015 DWG file will be provided. A signed and sealed survey will not be provided at this time.

Schedule: We propose to mobilize for this work 5 days from receipt of the finalized MOT permit and barring any unforeseen condition.

We anticipate being able to accomplish the proposed work on time and within budget. Should any additional work be requested, Cardno will promptly notify the client prior to proceeding. Additional work will be billed at \$210 per hour.

Kimley-Horn City of Hollywood Test holes
June 28, 2017

Basis: The fees listed above are based on Cardno's crews being able to work during the hours of 7:00am to 4:30pm and being granted access to the site. Cardno's field crews and equipment are not equipped or prepared to work in any area that possibly are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost. MOT (if/when requested) will be provided by Cardno in accordance with indexes depicted by the most current FDOT Design Standards (No.625-010-003. Intrusive verification such as "test holes" (if/when requested) will have maximum depth dictated by soil and site conditions (e.g. usually up to 8 feet from grade) and an approximate diameter of 1 foot. Vacuum excavation of test holes will cease when refusal, bedrock or other, is encountered. Use of destructive methods, such as a pneumatic jackhammer, will not be employed to break through refusal layer due to concerns regarding utility damage and Cardno employee safety. At test hole completion, hard surfaces will be restored using standard cold patch asphalt or concrete mix while soft surfaces will be restored as close as possible to their original condition. The only items of works included in our fee proposal are the ones listed and described above in "Scope of services".

Limitation of Warranty & Standard of Care: Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless visually exposed and surveyed, and then only at those specific exposed locations. Cardno warrants only that the services provided under this proposal will meet the prevailing standards of care and does not guarantee that all utilities can or will be identified, detected or precisely mapped. Unless visually exposed, utilities will be located with geophysical methods hence the possibility exists that not all utilities can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination. The end-user understands and agrees that any action based on the data and information supplied hereunder shall be at his/her own responsibility and sole risk.

Terms & Conditions: Attached and included as a part of this proposal and its acceptance are "Cardno Terms and Conditions" which shall be incorporated by reference. Invoices will be submitted at a monthly basis and be based on work completed during that period. A detailed status report will be included in the monthly invoice.

Again, we appreciate the opportunity to provide our utility investigation 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
Branch Manager
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.



SCOPE OF WORK for DESIGN ENGINEERING SERVICES

6/26/2017

Consulting firm Kimley-Horn has requested McKim & Creed to provide professional engineering services needed to perform electrical and controls engineering for the design of a master lift station for the City of Hollywood; and in addition, upgrades to the existing 22nd Ave lift station. The work with this scope of services includes the following tasks:

1. Site visit and Kick-Off Meeting with Client at site or choice of meeting location.
 - a. Costs will include all travel and lodging expense to meeting location (1 visit)
2. Progress Meetings with Client
 - a. Attend conference call progress meetings with client
3. Periodic conference calls and correspondence with Kimley-Horn's project management and design team members.
4. Master Lift Station design drawings and specifications for electrical and controls design for a master lift station, comprising of pumps and control panels with instrumentation and remote telemetry communication with the City's existing system. Design will include the following services:
 - a. Coordinate with electric utility to provide a service point to feed the new station property.
 - b. Onsite meter with disconnect.
 - c. Grounding and lightning arrestor systems.
 - d. Valve vault that will contain a sump pump that will require power.
 - e. Site Electrical conduit, wiring, pull boxes.
 - f. Ancillary electrical components including lighting.
 - g. Standby power shall be using portable generation, provision will be made for this.
 - h. Prepare for permit submittal, construction drawings, diagrams and details for electrical and controls components.
 - i. Telemetry to pump station is assumed to be in place with only the addition of a Remote Telemetry Unit for the station needed. Design will be around existing City telemetry system. New technologies are not part of the design without additional design costs.
 - j. Respond to electrical permit comments from the City of Hollywood.
 - k. During construction, review electrical shop drawings, RFIs and change orders relating to electrical.
 - l. Perform site visits required to certify completion of the pump station.
 - i. Costs will include all travel and lodging expense to meeting location (Max 2)
 - m. Bidding Services which shall include responding to contractors questions. Addenda to be issued by Kimley-Horn.
5. 22nd Ave Lift Station upgrade design shall include:
 - a. Updated one line drawings
 - b. Updated site, power and instrumentation drawings
 - c. Updates to existing telemetry system.
 - d. Updates to ancillary electrical components including lighting.
 - e. Prepare for permit submittal, construction drawings, diagrams and details for electrical and controls components.
 - f. Respond to electrical permit comments from the City of Hollywood.
 - g. During construction, review electrical shop drawings, RFIs and change orders relating to electrical.
6. Optional: Coordination with Power Company for new power service.



Deliverables:

- Prepare 30% plans and specifications.
- Prepare 30% Opinion of Probable Construction Cost for Electrical & Instrumentation improvements.
- Prepare 60% plans and specifications.
- Prepare 60% Opinion of Probable Construction Cost for Electrical & Instrumentation improvements.
- Prepare 100% plans and specifications.
- Prepare 100% Opinion of Probable Construction Cost for Electrical & Instrumentation improvements.
- Submit Final Signed & Sealed design documents incorporating Owner's comments.


Assumptions

- Upgrades to the existing 22nd Ave Lift Station shall be limited to the existing site and existing power requirements. Changes to Pump Control Panel and telemetry, may constitute a change in scope with additional design costs negotiated with Kimley-Horn. Replacement of wetwell will constitute a redesign with additional costs to be negotiated with Kimley-Horn.
- No Arc-Flash Study will be performed. Any labeling for PPE requirements will use NFPA 70E Tables.
- McKim & Creed will rely on Record Drawings, and other information provided by the City and Kimley-Horn for this design, without the need for further verification.
- 100% Plans and specifications will be used for permit sets

Compensation:

The Work described herein will be performed for the Lump Sum Fee Amount of \$25,187.00. Plus an additional \$2,500 for Coordination with Power Company if needed, for Total Lump Sum amount of \$27,687.00.

If directed in writing by Kimley-Horn, additional Work can be performed using an hourly rate fee of \$185.00 plus expenses. Thank you for considering McKim & Creed for this project.

McKim & Creed
 (Subconsultant)
 BY: 
 (Signature)

Aubrey Haudricourt, P.E.
 (Print Name)
6/26/17
 (Date)

KIMLEY-HORN AND ASSOCIATES, INC.
 (Consultant)
 BY: _____
 (Signature)

Juan Jimenez P.E.
 (Print Name)

 (Date)

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

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

SSEELEY@GIBBSLANDSURVEYORS.COM

May 31, 2017

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

RE: City of Hollywood – Johnson Street Gravity Sewer Expansion – Survey Services

Dear Mr. Jimenez:

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

LIMITS OF WORK

The following right-of-ways within the City of Hollywood, from N 28 Avenue to the east R/W line of Interstate 95: Polk Street, Taylor Street, Fillmore Street, Pierce Street and Lincoln Street; and N 29 Avenue between Lincoln Street and Johnson Street;
Cleveland Street, from N 26 Avenue to N 24 Avenue, and from N 23 Avenue to the alley west of Dixie Highway;
N 23 Avenue from Arthur Street to Cleveland Street;
N 22 Avenue from Arthur Street to the alley north of Cleveland Street;
Lift Station W-09 at 908 N 22 Avenue, and vacant property at 2810 Lincoln Street

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.

NOTE: This project represents approximately 3,140 linear feet of Right-of-Way that is overlapping the watermain project, and being redundant, is not included in the fee below.

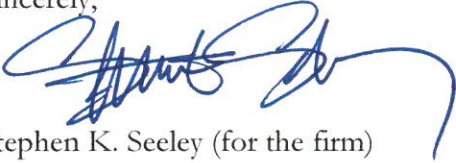
The above SCOPE OF WORK will be performed for a fee of **\$20,983.00**

Juan E. Jimenez, P.E.
City of Hollywood Water Main Replacement Program
Hollywood Blvd to Taft, Dixie to I-95
May 31, 2017
Page 3 of 3

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)

May 25, 2017

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

Miami Dade County Tier 2 CBE

Palm Beach County SBE

SFWMD SBE

Small Business Administration SBE

for Federal Projects

Re: Proposal/Agreement for Geotechnical Exploration Services
COH North Central Sewer Improvements 17-7083
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 conversation on May 24, 2017 and review of the plan provided by your office, we understand that plans for this project include the installation of approximately 74,850 l.f. of sanitary sewer line at the referenced location. We also understand that two pump stations will be constructed, with one pump station replacing an existing pump station. Additionally, the sanitary sewer line will cross under (either directional drill and/or jack-n-bore) I-95 and railroad at Johnson Street. Based on your request for proposal and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

As you are aware, NE has provided a proposal for Geotechnical Exploration Services dated February 6, 2017 and revised April 5, 2017 for water main replacement. The Base Scope of Work within that proposal addresses the performance of 57 Standard Penetration Test borings (SPTs) to a depth of 15 feet each as well as nine SPT borings to a depth of 50 feet each. Since the water main and sewer lines follow a similar route, the boring information developed within the water main replacement scope of work will be relied upon for the sewer line installation. However, additional geotechnical services of one SPT boring to a depth of 40 feet at each proposed pump station will be performed. Additionally, three SPT borings will be performed ranging in depth from 20, 25, and 30 feet at upstream portions of the sanitary sewer lines leading into the pump station locations. 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, as well as shoring recommendations at the deepest locations adjacent to the two pump stations (N. 22nd Ave., just north of Johnson St. and Lincoln St., just west of N. 28th Ave.) 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

The above-indicated scope of work will be performed for an estimated cost of \$7,005.40 based on the following rates and quantities:

6. Geotechnical Services

- | | | |
|----|--|------------|
| a. | Standard Penetration Test Borings* | |
| | 230 l.f. @ \$18.50/l.f. | \$4,255.00 |
| m. | Geotechnical Engineering - Evaluation of existing soil | |
| | 20 hours @ \$78.00/hour | \$1,560.00 |

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

7. Soil

- | | | |
|----|------------------------|----------|
| i. | Grain size | |
| | 8 tests @ \$58.80/test | \$470.40 |

23. Underground Utility Locating

- | | | |
|----|------------------------|----------|
| a. | Utility Clearance | |
| | 8 hours @ \$90.00/hour | \$720.00 |

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 two to three 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.

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 COH N Central Sewer Impv 17-7083 Hollywood geo 5-25-17



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 May 2017

cc: Richard C. Wohlfarth, P.E. – Principal/ Director of Engineering
Kristina Berryman – Business Development Manager
James Lendl – CMT Department Manager



red design group, LLC

architecture • interiors • planning

exceeding expectations...

August 15, 2017

Mr. Juan Jimenez, PE

Kimley-Horn
355 Alhambra Circle, Suite 1400
Miami, FL 33134

Project Name: City of Hollywood Lift Station – New Building Shell Design

Location: Lincoln Street, Hollywood, Florida

Mr. Jimenez:

We appreciate the opportunity to respond to this request for proposal to provide Professional Architectural & Engineering Services for the aforementioned project.

We understand this project to consist of the ground up construction of a new standalone building which will house a City of Hollywood Sewage Lift Station. The design will aim to replicate the appearance of the surrounding residences within the neighborhood. We will incorporate overhead doors, entry doors, and louvers as required for the operation of the building. The building will be completely unfinished on the interior. Inside the building there will be no interior partitions or finished surfaces. Electrical and plumbing design will be limited to the electrical service needed to feed the pumps and flow meter, and a hose bib. The interior will consist of coated masonry walls and shall be waterproof materials. MEP design related to the pump station operation is not a part of this proposal and will be provided by others.

SCOPE OF BASIC A/E PROFESSIONAL SERVICES

Design Phase will include design coordination with owner representatives, Civil Engineer, and Authorities Having Jurisdiction in order to understand all constraints and opportunities presented by the site.

Construction Documentation Phase will include developing Architectural, Structural, Electrical, and Plumbing drawings for Permitting, Bidding, and Construction. Mechanical design is excluded from this proposal.

Permit Phase will consist of preparing permit drawings for submittal (by others) to Authorities Having jurisdiction requiring building and zoning approval, including but not limited to: City of Hollywood, Broward County. During this phase our team will answer comments as required for construction permit approval. Permit expediting is not a part of this phase.

Bidding Phase will include answering requests for information from an Owner selected General Contractor which require clarification of design intent.

Basic Construction Administration Phase will include answering requests for information and reviewing shop drawings.

Architecture

- Signed and sealed Architectural drawings by **red design group LLC**, for permit submission to the Local Building Department by an owner selected permit expeditor or contractor
- Response to Building Department Comments

Structural Engineering

- Signed and sealed Structural drawings by Structural Engineer of Record
- Structural Calculations as required
- Response to Building Department Comments

Mechanical Engineering

- HVAC design is excluded from this scope of work

Electrical Engineering

- Electrical plans will be limited to the design of new electrical services, riser diagram, house panel, schedule, and load calculations to feed the pumps and flow meter
- Signed and sealed Electrical drawings by Electrical Engineer of Record, for permit submission to the Local Building Department by the selected contractor or permit expeditor
- Response to Building Department Comments

Plumbing Engineering

- Plumbing design will be limited to providing a hose bib
- Signed and sealed Plumbing drawings by Engineer of Record, for permit submission to the Local Building Department by the selected contractor or permit expeditor
- Response to Building Department Comments
- Plumbing design related to Pump Station will be completed by others and is not a part of this proposal

Limited Construction Administration

- Response to Requests for Information (RFI's) by selected contractor
- Shop drawings review (if necessary)
- Punch list meeting at the end of the project with a follow up meeting
- On Site CA per Hourly rates listed herein

SPECIALTY SERVICES

Landscape Architecture

- Not a part of this proposal

Civil Engineering

- Not a part of this proposal

Permit Expediting

- Not a part of this proposal

OWNER FURNISHED INFORMATION

- Current Property Boundary Survey with Floor Elevations (6 months or newer)
- Soil and Boring Tests
- Program Requirements
- Permit Expediting Services
- Permitting fees and Impact fees

Information provided to us for implementation will be considered **“Owner Furnished Information”** and as such, we will have no responsibility for its accuracy or effectiveness.

EXCLUSIONS

- Lift Station Controls
- Emergency Generator, Transfer Switch, Controls and Sub-base design
- Fire Protection and HVAC design
- Preparations of preliminary cost estimates and/or analysis
- As-built drawings. May be provided and will be considered an additional service.

PROGRAM OF FEES & SERVICES

For the professional services mentioned above we propose a lump sum fee as follows:

\$16,500 (sixteen thousand five hundred dollars)

FEE SCHEDULE BREAKDOWN

Retainer- Schematic Design Phase	15%	\$ 2,475.00
Design Development Phase	15%	\$ 2,475.00
100 % Construction Documents Phase	45%	\$ 7,425.00
Permitting (answer comments & revisions)	5%	\$ 825.00
Construction Administration	20%	\$ 3,300.00
Subtotal	100%	\$16,500.00
Reimbursable (Not to Exceed)		500.00
Grand Total		\$17,000.00

REIMBURSABLE

Direct expenses such as business travel, accommodations, meals, printing, reproductions, courier services, and mileage are reimbursable separately billed at a rate of **1.25** times direct cost.

WORK SCHEDULE

We will expedite this project as soon as possible and coordinate a time line with the Client. Below is a tentative schedule, subject to change due to factors outside of the design team's control including but not limited to Client's time for review and approval of design and Building Department review times due to current or future workloads.

Schematic Design Phase	2 Weeks (10 business days)
Design Development Phase	2 Weeks (10 business days)
50 % Construction Documents Phase	3 Weeks (15 business days)
100 % Construction Documents Phase	3 Weeks (15 business days)
Total Design Time	10 Weeks (50 business days)
* Permitting	4-6 Weeks
Construction	6 months max.

* Permitting is subject to Building Department review times which vary and are out of the design team's control. In an effort to help push plan approvals forward, we do offer to schedule meetings to meet with reviewers and clarify comments or design intent as needed based on our hourly rates listed below.

ADDITIONAL SERVICES

Renderings and Animations
Client modifications to an approved scheme
Special Meetings, City/ County Meetings, Public Hearings, Presentations
Site Visits during construction due to the Contractor's performance or as requested by the Owner

The above shall be considered Additional Services and will be billed at the hourly fee listed below. If required by the Client, we can provide a not-to-exceed fee under a separate proposal for any of the additional services listed above:

Project Principal	\$ 175.00
Project Architect	\$ 150.00
Project Manager	\$ 140.00
CADD Operator	\$ 100.00
Administrative/Clerical Support	\$ 75.00
Consultant	At cost

GENERAL CONTRACT TERMS AND CONDITIONS

Proposals:

As applicable, red design group LLC, extends this proposal to perform the services or invoices for having performed the services as identified in the proposal, invoice, or agreement, (written), for the stated fee arrangement. Proposals offered by red design group LLC to the Client shall be valid for 30 days. Invoices shall be payable upon receipt or as otherwise noted in this written agreement. If any part of this or related documents are deemed illegal or otherwise unsuitable, the remaining portions of the documents shall remain intact and enforced.

Access to Site:

Unless otherwise stated, red design group LLC will have access to the site for activities necessary for the performance of the services noted herein. The firm will take or has taken precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damages or repairs.

Dispute Resolution:

Any claim or dispute made during design, construction or post-construction between the Client and red design group LLC shall be submitted to non-binding mediation. Client and red design group LLC agree to include a similar mediation agreement with all contractors, subcontractors, sub-consultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for red design group LLC's services shall be submitted at red design group LLC's option, or per written project schedule; either upon completion of services or as agreed. Invoices shall be payable upon receipt. If the invoice is not paid within 15 days red design group LLC may, without waving any claim or right against the Client, and without liability whatsoever to the Client, suspend or terminate the performance of the service. Retainers shall be credited on final invoice.

Late Payment:

A lien for professional services may be filed if red design group LLC's invoices are not paid in full upon delivery. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5%, (or the maximum legal rate in the state), on the unpaid balance. In the event any portion or all of an account remains unpaid 45 days after the billing, the Client shall pay all costs of collection, including Notices to Owner and all attorneys' fees.

Indemnification:

The client shall, to the fullest extent permitted by law, indemnify and hold harmless red design group LLC, its officers, directors, employees, agents and sub-consultants from and against any damage, liability and cost, including all attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the parties above named of the services under this agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of red design group LLC.

Certifications:

Guarantees and Warranties: red design group LLC shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence red design group LLC cannot ascertain.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both Client and red design group LLC the risks have been allocated such that the Client agrees that, to the fullest extent permitted by the law, the Firm's total liability to the Client for any and all injuries, claims losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed one half of the fees actually paid under this invoice or contract as applicable. Such causes include, but are not limited to, red design group LLC's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Termination of Services:

This agreement may be terminated by the Client or red design group LLC should the other fail to perform its obligation hereunder. In the event of termination, the Client shall pay for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by red design group LLC under this agreement shall remain the property of red design group LLC and may not be used by the Client for any endeavor without the written consent of red design group LLC

Once again, thank you Mr. Jimenez for your consideration of our Team. Your signed acceptance of this proposal and an initial payment in the sum of **\$2,475.00** shall constitute a binding agreement between us.

Respectfully submitted,

red design group, LLC



José C. Prado
Project Manager

I hereby agree to the terms outlined in this agreement and authorize **red design group LLC** in the execution of the above. It is understood that work other than that listed in this agreement will be addressed separately and is not part of this proposal.

Accepted:

Mr. Juan Jimenez (Signature)
Kimley-Horn

Name/Title (print & ate)

*This agreement is for services made between **Mr. Juan Jimenez, Kimley-Horn and red design group LLC**, a corporation organized and existing under the laws of the State of Florida. This agreement may be terminated upon ten (10) days written notice by either party. Owner is responsible for time of service to date of written termination*