



**AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN
AND ASSOCIATES, INC.**

This is Amendment number 1, dated March 3, 2022, to "General Engineering Consultant Services Agreement No. 17-1325 for Water, Sewer, Reuse and Stormwater Infrastructure Projects" ("the Agreement"), dated November 7, 2017 and subsequently renewed on November 7, 2021, between the City of Hollywood Department of Public Utilities ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated November 7, 2021, concerning "Drainage Improvements along N. 26th Avenue, Project No. 16-5133 (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement. The Agreement is amended as set forth below in accordance with the terms of the Agreement, which are incorporated by reference. The services currently authorized to be performed by Consultant in accordance with the Agreement and previous amendments, if any, shall be modified as follows:

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

This task and its associated scope and fee are eliminated from the Contract.

Task 8 – Contingency for As-needed Services

This task and its associated scope and fee are eliminated from the Contract.

Contingency for Surveying Services

This task and its associated scope and fee are eliminated from the Contract.

New Task 8 – Limited Construction Phase Services

Beginning upon issuance of a Notice to Proceed (NTP) by the City of Hollywood to the selected Contractor, Kimley-Horn will provide/perform the following services:

- 1) Attend Pre-construction Meeting with ECSD project Manager, Contractor and Brown & Caldwell Prime Consultant. Provide minutes to pertaining to drainage
- 2) Review shop drawing submittals for:
 - a. Precast concrete drainage structures
 - b. Manhole/Catch basin tops
 - c. Pollutant retardant baffles
 - d. Drainage pipe
 - e. Drainage check valves
 - f. Drainage filter fabric
 - g. French drain sleeves for service crossings
 - h. Structure top adjustment rings
- 3) Respond to no more than ten (10) requests for information (RFIs) from the Contractor pertaining to the scope of proposed drainage improvements
- 4) Review and provide recommendations to ECSD pertaining to no more than ten (10) Field Order (FO) requests. Kimley-Horn will review and respond to additional field orders but only when they are caused by errors and/or omissions in the drainage construction documents
- 5) Attend no more than 8 monthly construction site visits, prepare observation reports and distribute to the team
- 6) Attend no more than 8 monthly progress meetings, three (3) in-person and five (5) virtual
- 7) Review and make recommendations to ECSD pertaining to no more than three (3) payment application requests from the contractor. The work is limited to providing input to Brown

- and Caldwell regarding drainage pay items in the payment application
- 8) Attend a Project walk-through at Substantial Completion, and prepare a punch-list of items that are found to be incomplete, damaged, defective, or not in compliance with the approved drainage construction documents
 - 9) Attend a final Project walk-through to verify that all punch-list items are in compliance with the approved drainage construction documents, and have been addressed to the satisfaction of the Engineer of record and ECSD
 - 10) Review and comment on contractor as-builts
 - 11) Issue an Engineer's Certification of Completion

Task 9 - Allowance

This task is for providing services required in addition to the above scope of work for Task 8, including evaluations of alternative or substitute product submittals, field coordination for unforeseen conditions, assisting ECSD in negotiating change orders with the Contractor, reviewing additional Contractor payment application requests, attendance to additional meetings and site visits.

FEE AND BILLING

For the services set forth above, Client shall pay Consultant the following compensation:

Lump Sum Fees

Task No.	Task Description	Task Status	Original Task Amount	Contract Change	New Task Amount
3	Subsurface Utility Exploration (Allowance)	Eliminated	\$20,000.00	(-) \$20,000.00	\$0.00
8	Contingency for As-needed Services	Eliminated	\$25,000.00	(-) \$25,000.00	\$0.00
	Contingency for Surveying Services	Eliminated	\$3,000.00	(-) \$3,000.00	\$0.00
8	(New) Limited Construction Phase Services	Task Added		\$48,000.00	\$48,000.00
			\$48,000.00	\$0.00	\$48,000.00

Hourly Fees

Task No.	Task Description	Task Status	Original Task Amount	Contract Change	*New Task Estimated Fee
9	(New) Allowance	Task Added	\$0.00	\$35,000.00	\$35,000.00
			\$0.00	\$0.00	\$35,000.00

*The estimated fee is based on the Consultant's knowledge of the scope at the time of this amendment. There may be unforeseen conditions discovered during the course of the Project that require additional effort. The Consultant will notify ECSD when labor effort is nearing the estimated fee amount and will issue a supplemental scope of services and fee for the Client's approval.

CLIENT:

By: _____

Title: _____

Date: _____

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

By:  _____

Title: Vice President

Date: March 3, 2022