



**CITY OF HOLLYWOOD
DEPARTMENT OF DEVELOPMENT SERVICES
ARCHITECTURE & URBAN DESIGN DIVISION**

2600 Hollywood Boulevard, Room 308
Hollywood, FL 33020
Phone (954) 921-3900 Fax (954) 921-3416

CONSULTANT'S AUTHORIZATION TO PROCEED

To: DeRose Design Consultants, Inc. Date: 1 February 2017
 Facility Name: Hollywood Beach Project No.: BCRA 14-015
 Project Name: Turtle Lighting Ordinance – Compliance ATP Sequence No.: 3

You are hereby authorized to proceed with the following services:

- Basic Services: Original Proposal Dated December 3, 2014; Phase III Dated December 16, 2016
- Additional/Reimbursable Services, as described below:

In accordance with Article(s) _____ of the agreement.

This work is to be completed and submitted on or before:

See attached schedule dated: _____

Payment for these services shall be: Lump Sum Cost Plus

Percentage

AUTHORIZED DESIGN VALUE

CONSULTANT'S ESTIMATED COST

Construction Budget:	\$	\$
Additive Alternates:	\$	\$
Total Construction Budget:	\$	\$

	BASIC SERVICES		SUPP. SERVICES		TOTAL
Total Estimated Fees:					
Fee Authorized Through This ATP	\$	233,764.00	\$		\$ 233,764.00
Less Fee Previously Authorized	\$	176,660.00	\$		\$ 176,660.00
Fee Authorized This ATP: (Not to Exceed)	\$	57,104.00	\$		\$ 57,104.00

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the City of Hollywood, Florida only:

APPROVED AS TO FINANCE:

City Attorney

Finance Department Director

The City of Hollywood, Florida

Attest:

By: _____

City Clerk

Mayor

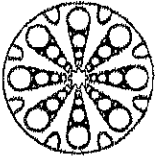
Accepted By Consultant:

Note to Consultant: Please sign three (3) originals and return to the Architecture & Urban Design Division – Room 308.

Account No. 34.1413.13457.541.006301 & 63.0100.14816.552.006301

Resolution No. R-2017-

Since 1979



DeRose Design Consultants, Incorporated

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North Miami Beach, FL 33162
305-249-3674 • Fax: 305-249-3410

Additional Services to Agreement For Professional Services

Page 1 of 1

City of Hollywood and DeRose Design Consultants, Inc.

Project No. 2031509

Terrence Comiskey
City of Hollywood, Florida
Department of Development Services
Architecture & Urban Design Division
2600 Hollywood Blvd.
Hollywood, FL 33201

12/16/16

Re: Hollywood Beach Turtle Lighting Ordinance Compliance
Additional Services for Phase III – Schematic Design & Cost Estimate – Revision 1

Mr. Comiskey:

This letter shall serve as authorization of additional services to those identified in our agreement of December 3, 2014, which stipulates that an amendment letter be executed for such. All of the terms of said contract shall apply for the additional services described below.

Per your request, we will provide additional engineering services for Phase III – Schematic Design & Cost Estimate for the subject project. Scope is based on that illustrated in our original contract excluding the areas of Lee St. to Oklahoma St. and Iris Terr. to Jasmine Terr.. We shall provide these additional services for a lump sum fee of \$57,104 (\$27,544 CRA + \$29,560 Non-CRA). This includes one meeting with FPL for coordinating compliance requirements of their lights and three meetings with the City for review and coordination. Subsurface underground condition inspections are not included and shall be provided as a reimbursable if desired by the City. Please authorize our firm to proceed with the above work by signing below this letter of amendment.

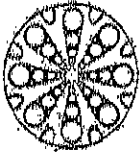
Milton Kramer, P.E., Project Manager

City of Hollywood, Florida

DeRose Design Consultants, Inc.

Print Name: _____
Title: _____
Date: _____

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REVISED CONTRACT AGREEMENT

This AGREEMENT entered into this 3rd day of December, 2014, in Pompano Beach, Florida, by and between:

City of Hollywood, Florida
Public Works Department
Engineering & Architectural Services
2800 Hollywood Blvd.
Hollywood, FL 33021

Hereinafter referred to as "CLIENT" and

DEROSE DESIGN CONSULTANTS, INC.
470 S. Andrews Avenue, Suite 208
Pompano Beach, FL 33069

hereinafter referred to as **DDC** in consideration of mutual covenants and agreements herein contained, agree as follows:

1. That the **CLIENT** does hereby employ **DDC** to render professional services as electrical, civil and structural engineers for:

Evaluation of the existing roadway and pedestrian lighting along Hollywood Beach, including recommendations and designs of improvements for such. These services are based on evaluation with respect to compliance with City Ordinances for Turtle Protection and industry standards. Scope is limited to the main roadways and associated pedestrian walkways in the area extending from Magnolia Terr. to Cambridge St. and from N. Ocean Dr. to N & S Surf Rd/N & S Broadwalk. The scope excludes private properties not owned by the City of Hollywood, Hollywood North Beach Park, lighting along N. Ocean Dr., the Broadwalk from Georgia St. to Sherman St. and side streets from Tyler St. to Cleveland St. as well as New Hampshire St. to New Mexico St.. The inspections shall be based on visual observations with no exploratory efforts. The report will not express or imply any warranty of the system components, but will only address the condition of what is readily accessible and observable at the time of inspection. The CITY will provide the necessary security and maintenance of traffic during inspections.

2. In accordance with the Professional Services Agreement between the **CLIENT** and **DDC**, this Agreement shall serve as an agreement between the **CLIENT** and **DDC** and shall be superseded only by a formal agreement if a more detailed, refined, or expanded scope of services is deemed appropriate.
3. The services provided by **DDC** shall include the following:
 - a. Phase I – Turtle Compliance Audit
 1. Perform audit of existing lighting, and associated locations, as it relates to non-compliance with the Code of Ordinances, Ch. 108: Turtle Protection.

CONTRACT AGREEMENT

2. Prepare report of findings to confirm areas of photometric inspection for use in Phase II and review with CLIENT.
 - b. Phase II – Lighting Level Study
 1. Perform photometric inspections for evaluation of light levels of areas identified in Phase I as non-compliant with Turtle Protection Ordinances.
 2. Prepare report of findings to confirm areas of improvement for use in Phase III and review with CLIENT.
 - c. Phase III – Schematic Design & Cost Estimate
 1. Provide a plan of proposed pole/fixture types, to include sections/details for approximately 4-6 types of solutions anticipated.
 2. Re-inspect existing conditions for proposed new pole locations to identify impacts to existing sidewalks, conflicts, etc.,
 3. Provide sidewalk repair & replacement details on proposed lighting plan.
 4. Provide schematic design with narratives, along with cost estimates & quantities of proposed solutions. This would include appropriate separations & different solutions between CRA areas (temporary solutions) & non-CRA areas (permanent solutions).
 5. Provide, as a reimbursable, addition of subsurface underground conditions for new pole locations to minimize unforeseen conflicts, if City wants this included.
 6. Meet with City & CRA at agreed upon intervals for review and approval of proposed solutions.
 - d. Phase IV – Final Design
 1. Provide final design, construction documents, specifications, agency approval assistance, bid assistance, and standard services during construction.
 2. Further clarification of this phase's scope will occur subsequent to the Schematic Design & Cost Estimate Phase.
4. The compensation for the above outlined services (Paragraph 3 Part a) shall be based on actual time expended according to the rate schedule set forth in the Professional Services Agreement between the CLIENT and DDC, but shall not exceed the sum of:

Phase I - CRA Area	\$19,830.00
- Non-CRA Area	\$12,590.00
Phase I Total	\$32,420.00

Phase II – To be evaluated subsequent to the results of Phase I.

Phase III – To be evaluated subsequent to the results of Phase II.

Phase IV – To be evaluated subsequent to the results of Phase III.

Any changes to the services provided, which are requested by the CLIENT that shall require additional work, including additional meetings, changes related to value engineering or as-built conditions, shall be paid for by the CLIENT as an extra charge at a mutually agreed rate or based on actual time expended according to the rate schedule set forth in the Professional Services Agreement between the CLIENT and DDC:

In addition to these fees, the CLIENT shall be responsible for all reimbursable expenses which are defined as actual expenditures made by DDC, their employees, or professional consultants (if authorized in writing by CLIENT to employ) in the interest of the project and to include the following:

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Expenses of transportation and living when traveling in connection with the project; long distance calls and telegrams; expense of reproductions, postage and handling of drawings and specifications.

5. All fees and reimbursable expenses will be invoiced monthly and are payable net thirty (30) days. In the event payment is not received within forty-five (45) days of invoice date, the balance outstanding shall be subject to interest at the rate of 1% (one percent) per month.
6. In the event payment is not made according to terms herein set forth, **DDC**, at its option, may stop work on the project until payment is received and not be in default under the terms and conditions of this Agreement.
7. The **CLIENT** agrees that this Agreement shall be interpreted according to the laws of the State of Florida, and to reimburse **DDC** for reasonable attorney fees that it may expend in enforcing this Agreement.
8. The **CLIENT** shall provide **DDC** with all information regarding the projects requirements and objectives.
9. **DDC** shall be entitled to rely upon the accuracy of services, information and survey reports supplied by others.
10. This Agreement shall terminate upon the first to occur of any of the following; (1) execution of replacement formal professional services contract between the **CLIENT** and **DDC**, (2) 5 days written notice by either party. Upon termination on the account of the occurrence of any of the above, **DDC** shall be entitled to compensation, as set forth in paragraph 5, for those services rendered to the effective date of termination.
11. Execution of this Agreement will serve as an authorization to proceed with the professional services above.
12. **CLIENT** shall, at all times hereafter, indemnify, hold harmless and defend **DESIGN PROFESSIONAL**, its agents, servants and employees from and against any harm, demand or cause of action of any kind or nature arising out of negligent act, error, or omission of **CLIENT**, its agents, servants or employees in the performance of services under this Agreement. **CLIENT** further agrees to indemnify and save harmless **DESIGN PROFESSIONAL** from all claims, royalties, fees and costs for any invention or patent, and from any and all suits and actions that may be brought against **DESIGN PROFESSIONAL** for the infringement of any and all patents or patent rights claims by any person, firm or corporation.
13. The provisions of Item 12 above shall survive the expiration or earlier termination of this Agreement. This indemnification provided herein shall obligate **CLIENT** to defend at its own expense to and through trial, appellate supplemental or bankruptcy proceedings, inclusive of attorneys fees, court costs, and expenses, and to provide for such defense, at **DESIGN PROFESSIONAL'S** option, against any and all claims of liability and all suits and actions of every name and description that may be brought against the **DESIGN PROFESSIONAL** which may result from the operations and activities under this agreement.
14. In recognition of the relative risks and benefits of the project to both the **CLIENT** and the **DESIGN PROFESSIONAL**, the risks have been allocated such that the **CLIENT** agrees, to the fullest extent permitted by law, to limit the liability of the **DESIGN PROFESSIONAL** and his or her subconsultants to the **CLIENT** and to all

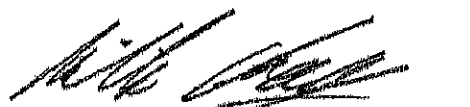
CONTRACT AGREEMENT

construction contractors and subcontractors on the project for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs and expert witness fees and cost, so that the total aggregate liability of the DESIGN PROFESSIONAL and his or her subconsultants to all those named shall not exceed \$1,000.00 or the DESIGN PROFESSIONAL'S total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

DeRose Design Consultants, Inc.

City of Hollywood, Florida



Milton Kramer, P.E.

Project Manager

MK/mk

Print Name: _____

Title: _____

Date: _____