



August 29, 2019
Revised February 19, 2020

Ms. Sarita Shamah
Senior Project Manager
Hollywood Community Redevelopment Agency
1948 Harrison Street
Hollywood, FL 33020

RE: SR A1A Streetscape from Hollywood Blvd to Sheridan Street, Hollywood, Florida

Dear Ms. Shamah:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "the Consultant") is pleased to submit the Agreement for Professional Services to the Hollywood Community Redevelopment Agency ("CRA" or "Client") for professional engineering consulting services related to SR A1A construction phase services.

PROJECT BACKGROUND

The CRA will hire a construction manager at risk (CMAR) to construct the proposed improvements shown on the Kimley-Horn plans which include streetscape, street lighting, signals and undergrounding of overhead utility lines. The project construction will start when FDOT is finished with their project along the same corridor and is anticipated to start in August 2020. Additionally, FDOT is currently performing a tidal flooding study in the project area. It is anticipated they will provide recommendations by June 2020 to reduce flooding in the roadways. The CRA will review the recommendations and incorporate any feasible solutions in this project. As such the CRA will request that Kimley-Horn modify the project plans to implement some feasible solutions, which is anticipated to be limited to quick fixes that can fit within the CMAR project schedule. Major solutions requiring long periods of design and permitting will be addressed as a separate task order to be negotiated at a later time. The CRA wishes to engage Kimley-Horn to provide the design revisions and construction phase services as outlined below.

Scope of Services

TASK 1 – Construction Phase Services

- 1.1 Attend pre-construction meeting with CMAR and CRA. Follow up with responses and clarifications.
- 1.2 Visits to site and observation of construction — Consultant will provide periodic on-site construction observation services during the construction phase in accordance with project budget. It is assumed that the field visits will be spread

out through the entire construction period. For estimation purposes, it is assumed that a net of up to **52** visits may be needed.

- 1.3 The purpose of Consultant's site visits will be to enable Consultant to better carry out their duties and responsibilities and to provide CRA a greater degree of confidence that the completed work will conform in general to the contract documents and to understand CMAR's issues in the field.
- 1.4 Requests for Information - Consultant will respond to reasonable and appropriate CMAR requests for information and issue necessary clarifications and interpretations as appropriate to the orderly completion of the work.
- 1.5 Alternate products - Consultant may assist the CRA in evaluation of alternates submitted or proposed by the CMAR.
- 1.6 Shop Drawings and Samples - Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which CMAR is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs. Consultant shall perform these reviews in accordance with the standard care of the profession.
- 1.7 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by CMAR in accordance with the Contract Documents.
- 1.8 Progress meetings. Consultant will attend a weekly progress meeting with CMAR and CRA up to **34** meetings.
- 1.9 Overhead utility conversion - Consultant's electrical subconsultant may provide assistance regarding alternate conduit and cabinet locations, connections to new developments that may arise during construction as well as coordination with those utility owners.
- 1.10 Limitation of Responsibilities - Consultant shall not be responsible for the acts or omissions of CMAR, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the work. Consultant shall not have the authority or responsibility to stop the work of any CMAR.

TASK 2 – Tidal Flooding Solution Evaluation

- 2.1 Coordinate with FDOT and CRA to determine feasibility of recommended

solutions. This task includes review of study and up to 3 meetings and teleconferences. It is assumed that work will not be proposed within the newly constructed roadway pavement.

- 2.2 Evaluate implementation of solutions given available existing right-of-way. Categorize short- and long-term solutions. Perform field visit to review areas of potential solutions. Request additional information and or survey from the CRA.
- 2.3 Coordinate with FDOT drainage and permitting staff to identify plan and permit requirements. This task includes up to 2 meetings.
- 2.4 Conduct pre-application meetings with South Florida Water Management District (SFWMD) and Florida Department of Environmental protection (DEP).
- 2.5 It is anticipated that long term solutions such as design of pump stations will be addressed under a separate contract.
- 2.6 Consultant's electrical subconsultant engineer will provide design revisions to their electrical undergrounding plans to supply power to up to three proposed pump locations.

Assumptions:

1. Construction duration and services are based on a 12-month project schedule and will start the fall of 2020.
2. The design fees are intended as a budget estimate to allow limited engineering evaluation to start without delay since the design solutions have not yet been identified by the FDOT study. Once specific solutions are determined and agreed to by the CRA, specific design fees will be negotiated at that time.

Provision of Work

Consultant will provide services as directed by the CRA up to the contract budget limits. Services beyond contract budget will be considered additional services and provided after a contract supplement is issued.

Schedule

We will provide our services as expeditiously as practicable based on a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 on a labor fee plus expense basis with the maximum labor fee shown below.

Task 1.1 through 1.8 KHA Fee	\$143,848
Task 1.9 Brannon & Gillespie Fee	\$49,500
Task 2.1 through 2.5 KHA Fee	\$47,720
Task 2.6 Brannon & Gillespie Fee	\$15,000
Expenses	\$11,494
Maximum Labor Fee	\$267,562

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to the attached rates. Administrative time related to the project may be billed hourly.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

**Hollywood CRA
SR A1A STREETSCAPE
PROPOSED HOURS AND FEES
Construction Phase Services**

TASK	PRINCIPAL	SENIOR PROFESSIONAL	Project Engineer / LA	Analyst / Tech support	Office Support	TOTAL HOURS
<u>Task 1 - Construction Phase Services</u>						
1. Construction observation, final, etc. (12 mo)	0.0	72.0	240.0	0.0	0.0	312.0
	\$0.00	\$15,480.00	\$39,600.00	\$0.00	\$0.00	\$55,080.00
2. Meetings, progress, coord. (52 wks)	36.0	188.0	0.0	0.0	0.0	224.0
	\$10,440.00	\$40,420.00	\$0.00	\$0.00	\$0.00	\$50,860.00
3. RFIs, shop dwgs, addenda, plans issuance, etc	16.0	68.0	88.0	32.0	0.0	204.0
	\$4,640.00	\$14,620.00	\$14,520.00	\$4,128.00	\$0.00	\$37,908.00
<u>Task 2 - Tidal Flooding Solution Evaluation</u>						
Coordination, evaluate implementation, id requirements, pre-app mtgs	60.0	92.0	60.0		8.0	220.0
	\$17,400.00	\$19,780.00	\$9,900.00	\$0.00	\$640.00	\$47,720.00
SUBTOTAL:						0.0
						\$191,568.00

Notes:

12 month project
Expenses:
Mileage will be based on \$0.58/mile federal allowance
Prints will be at outside vendors cost or \$2.5 per large sheet inhouse

TOTAL LABOR FEE NTE	\$191,568.00
Brannon & G. Const. phase	\$49,500.00
Brannon & G. Design revisions	\$15,000.00
Expense Allowance 6%	\$11,494

TOTAL FEE NTE \$267,562