



July 11, 2023

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

RE: Phase IV Streetscape and SR A1A Streetscape from Hollywood Blvd to Hallandale Beach Blvd, 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 duration is anticipated to be five (5) years. The CRA wishes to engage Kimley-Horn to provide the construction phase services and any required plan revisions 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 five-year construction period.
- 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. Consultant will issue plan revisions when required.
- 1.5 Harmonization to private property – Consultant will meet in the field to address harmonization issues and prepare sketch level drawings to represent the harmonization extent of the work. There are approximately 118 private properties, some of which require property harmonization and others require electrical conversion.

- 1.6 Alternate products - Consultant may assist the CRA in evaluation of alternates submitted or proposed by the CMAR.
- 1.7 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.
- 1.8 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.
- 1.9 Progress meetings. Consultant will attend a bi-weekly progress meeting with CMAR and CRA up to budgeted amount.
- 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.

Assumptions:

- 1. Construction duration and services are based on a 5-year (60-month) project schedule and will start the fall of 2023.
- 2. Overhead utility conversion - Electrical engineer subconsultant services are not included in this proposal and may be contracted directly between the CRA and the electrical engineer.

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.

Due to the long construction duration of the project, staff hourly rates in the fee estimate are effective for two-years (through 6/30/2025) and will be renegotiated or increased 6% annually after that date without revising the maximum fee amount.

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 1.1 through 1.9 on a labor fee plus expense basis with the maximum fee shown below.

Task 1.1 through 1.9 KHA Fee	\$910,136
Direct Expenses	\$63,710
Maximum Labor Fee	\$973,846

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 our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage within Broward County. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

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
 PHASE IV STREETSCAPE
 PROPOSED HOURS AND FEES
 Construction Phase Services**

TASK	Principal	Senior Professional Engr / LA	Project Engr / LA	Analyst	Administrative Support	TOTAL HOURS
	\$350.00	\$295.00	\$179.00	\$148.00	\$105.00	
Task 1 - Construction Phase Services (5-Year Schedule)						
1. Construction observation, final, etc. (80 wks, 1 every 3 wks)	8.0	160.0	320.0	0.0	120.0	608.0
	\$2,800.00	\$47,200.00	\$57,280.00	\$0.00	\$12,600.00	\$119,880.00
2. Meetings, progress, Contractor and Client coord. (120 wks, 1 every 2 wks)	120.0	240.0	480.0	0.0	120.0	960.0
	\$42,000.00	\$70,800.00	\$85,920.00	\$0.00	\$12,600.00	\$211,320.00
3. RFIs, shop dwgs, addenda, plans issuance, etc	30.0	240.0	240.0	32.0	0.0	542.0
	\$10,500.00	\$70,800.00	\$42,960.00	\$4,736.00	\$0.00	\$128,996.00
4. Harmonization assistance and sketches (118 properties)	59.0	354.0	236.0	472.0	0.0	1121.0
	\$20,650.00	\$104,430.00	\$42,244.00	\$69,856.00	\$0.00	\$237,180.00
5. Lighting coordination and revisions during construction	60.0	120.0	180.0	120.0	0.0	480.0
	\$21,000.00	\$35,400.00	\$32,220.00	\$17,760.00	\$0.00	\$106,380.00
6. Landscape coordination and revisions during construction	60.0	120.0	180.0	120.0	0.0	480.0
	\$21,000.00	\$35,400.00	\$32,220.00	\$17,760.00	\$0.00	\$106,380.00
	0.0	0.0	0.0	0.0	0.0	0.0
SUBTOTAL:						\$910,136.00

Notes:

Assumes 60-month const. schedule per Burkhardt

TOTAL LABOR FEE NTE \$910,136.00

Direct expenses billed as % of labor and includes local mileage within Br.County, postage and in-house prints
 Undergrounding utility services by B&G is not included

Direct Expenses 7% \$63,710

Rates are effective through 6/30/2025 and will be renegotiated or increased 6% annually after that date

TOTAL FEE NTE \$973,846