



January 13, 2025

Mr. Rudy Damas
Project Manager
City of Hollywood
2600 Hollywood Blvd
Hollywood, FL 33022

**RE: *Proposal for N 56th Ave Privacy Wall Replacement
Hollywood, FL***

Dear Mr. Damas,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Kimley-Horn") is pleased to submit this proposal to the City of Hollywood ("City" or "Client") for providing professional engineering services related to the N 56th Ave Privacy Wall Replacement project. Our project understanding, scope of services, and fee follows.

Project Understanding

The City of Hollywood requests engineering design services for the replacement of a concrete louver fence and an existing concrete wall located on the east side of N 56th Ave, south from N Hills Drive, approximately 900 linear feet in length, in the City of Hollywood. The existing concrete louver fence and concrete wall is in poor condition and in need of replacement. The City would like to remove the existing fence and wall and replace them with a new precast wall in approximately the same location. The limits and alignment of the new wall will match that of the existing fence and wall to the greatest extent practical.

Kimley-Horn assumes the following in the preparation of this scope of services:

- Existing utilities are desired to remain in their current locations, therefore utility relocation design and permitting services are not included.
- The wall is located entirely within the right of way. It is not anticipated that private property easements will be required. If easements are later deemed to be required, the City will secure such easements. As such, easement acquisition assistance including easement exhibit preparation, meetings with property owners, easement legal descriptions and document preparation, is not included in this scope of services.
- The project intent is to not impact existing drainage capacity, patterns or flows. As a result, this scope of services does not include drainage design or drainage calculations.
- Maintenance of Traffic (MOT) plans, if required, will be provided by the Contractor or others.

- It is understood that the new wall will be installed in the same location as the existing fence. Therefore, existing utilities are assumed to be clear of the wall area. We will collect available record drawings from the City and utility owners.
- It is understood that the City installed a hedge along the length of the wall that will be removed and replaced, and therefore landscaping improvements associated with replacing the hedge in kind will be included.
- Irrigation design is not included in this scope of services.

Scope of Services

Task 1 – Design Phase

Kimley-Horn will engage a surveyor to perform a right of way and topographical survey of the eastern portion of the public right-of-way of N 56th Ave from the centerline of N. Hills Drive, south approximately 1000 linear feet to the southerly limits of a north-bound bus stop. The surveyor will recover sufficient right-of-way boundary control to establish the right-of-way of streets and property lines that can be used for the new wall design. We will obtain topographical cross sections on 50' intervals, locate all above ground improvements including the existing fence as well as above ground observable utility locations, locations of specimen trees 5" in diameter and larger providing common names, and tree stumps.

Kimley-Horn will conduct a site visit to review the field conditions and identify opportunities and constraints that may impact the design. A design ticket will be called into Sunshine 811 so that utility companies having infrastructure in the area can be identified. Available record drawings and data for the project area will be collected and reviewed to assess impacts on the wall design.

Kimley-Horn will use the survey and utility record drawing data obtained to develop an overall base map for the project. Known and available utility record information will be added to the base map to aid in the coordination of the design efforts.

Kimley-Horn will engage the services of a geotechnical engineer to perform a geotechnical investigation of the project site. Up to three (3) hand auger bores will be performed (up to 10' deep, as allowed by the water table or rock conditions) to gather soil samples and evaluate existing soil conditions. Geotechnical parameters will be provided in a technical report that will be included within the bid documents package.

Kimley-Horn will engage a subsurface utility exploration company to obtain the locations of a representative of known utilities. Up to eight (8) soft-digs will be performed to determine the vertical and horizontal locations of utilities. This information will be used to assist in the alignment of the proposed wall.

Kimley-Horn will coordinate with precast wall manufacturers to develop applicable design criteria that can be provided on the construction documents. Design criteria will be established that will allow multiple wall manufacturers the opportunity to bid on the project. Kimley-Horn will prepare construction documents that contain the following information:

- Cover Sheet
- Survey
- General Notes and Design Criteria
- Wall Layout Plan (approx. 2 sheets, double plan)
- Wall Elevations and Details
- Landscaping Plan and Details
- Technical Specifications

Kimley-Horn will address one (1) round of reasonable comments after the City review of the 90% plan submittals. An opinion of probable construction cost for the project area will be submitted with the final construction document submittal.

Kimley-Horn will submit deliverables for review at the following milestones:

- 90% Construction Docs. (1 high-resolution PDF copy)
 - 90% Wall Construction Documents
 - 90% Specifications package
 - Draft Permit Application
- Final Construction Documents
 - Final Signed & Sealed Plans
 - Final Signed & Sealed Specifications
 - Final Opinion of Probable Construction Cost

Task 2 – Permitting Assistance

Kimley-Horn will prepare and submit plans, permit applications and supporting documentation for review to the following jurisdictional regulatory agencies. Kimley-Horn will address up to two (2) rounds of comments for the regulatory agency submittals identified below.

1. **City of Hollywood**
 - a. Right of Way Permit
2. **Broward County**
 - a. Broward County Environmental Review
 - b. Broward County Transportation Concurrency

No other agency approvals are included in this scope of services other than those identified above. Kimley-Horn does not guarantee the issuance of permits or approvals. If permits are issued for this project, the conditions and expiration dates are the sole responsibility of the City. Kimley-Horn is not responsible for extending time limited entitlements or permits. The City shall provide all permit fees.

Task 3 – Bid Phase Assistance

It is our understanding that the City will use the Design-Bid-Build project delivery method to construct the improvements with the understanding that the specific details for the wall construction will be developed by the precast wall manufacturer. Kimley-Horn will prepare the construction documents for

use by the City's Office of Procurement, in coordination with the Department of Design and Construction Management, to advertise the project to prospective contractors. Kimley-Horn will review the apparent low bidder's proposal received for the project and provide a summary memorandum. The summary memorandum will identify the lowest responsible, responsive bidder.

The City of Hollywood will prepare the "front end" bidding instructions and contract paperwork.

Task 4 – Meetings and Coordination

Kimley-Horn will attend scheduled project meetings as described below during the design phase of the project:

- Project kickoff meeting
- Team progress meetings (up to 2)
 - Attendance at design progress meetings. These meetings will be held via conference call.
 - Kimley-Horn will prepare Meeting Minutes for the project progress meetings.

Task 5 – Limited Construction Phase Services

Kimley-Horn will perform the following services during construction of the project. These services are limited to those that we believe to be the minimum required to provide permit certifications at the completion of the work.

Preconstruction Meeting. Kimley-Horn will attend the pre-construction meeting on site.

Shop Drawings and Samples. Kimley-Horn will review Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and any action taken in response will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

Site Visits and Inspections. Kimley-Horn will make two (2) site visits to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visit, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep the City informed of the general progress of the work.

Kimley-Horn will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Kimley-Horn does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the

Contract Documents. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement.

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by the City.

Substantial Completion. When requested by the Contractor and the City, Kimley-Horn will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.

Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to evaluate whether the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list. If the work is found to be in general accordance with the permit, plans and specifications issued for the project, Kimley-Horn will prepare an appropriate final certification and provide to the City.

Task 6 – Design Contingency

In the event of unforeseen conditions, Kimley-Horn will perform additional services under this Task during the project. The fees that are allocated under this task will be used on an as-needed basis and any unused funds will remain unbilled at the completion of the project. Kimley-Horn will provide the City an estimate of the fees necessary to respond to an unforeseen condition and will proceed under this task upon email authorization by the City.

Additional Services

Any services not specifically provided for in the above scope, as well as any changes in the scope you request, will be considered additional services. These services will be performed based on proposals approved by the City prior to the performance of those requested additional services. Additional services we can provide include, but are not limited to, the following:

- Drainage Calculations or Improvements
- Environmental Engineering (Phase I/Phase II)
- Traffic Studies or Traffic Engineering Services
- Easement Acquisition Assistance
- Irrigation Improvements
- Payment Application Review
- Special Inspector
- Testing and Inspections
- Additional meetings

- Community Meetings
- Renderings

Information and Services Provided by the Client

We shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items and services will need to be provided to Kimley-Horn by the City during the project.

- Existing record drawings
- Access to the site
- Signatures on permit applications

Schedule

Kimley-Horn will complete the design of the project in accordance with a mutually agreed upon schedule.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1-5 for the lump sum fees shown below. Billings will be monthly based on the progress of the Task.

Task 1 – Design Phase	\$ 49,723
Task 2 – Permitting Assistance	\$ 13,610
Task 3 – Bid Phase Assistance	\$ 1,045
Task 4 – Meetings and Coordination	\$ 2,475
Task 5 – Limited Construction Phase Services	\$ 10,710

Closure

The terms and conditions of the City of Hollywood's "Civil/Landscape Architecture/Planning Engineering Services, DS 18-014" 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 Kimley-Horn referencing this document as Exhibit "A". Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the Kimley-Horn.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC

A handwritten signature in blue ink, appearing to read 'KS' or 'K. Schanen', is positioned above a horizontal line.

Kevin Schanen, P.E.
Senior Vice President