

DEPARTMENT OF DESIGN & CONSTRUCTION MANAGEMENT

2207 Raleigh Street

Hollywood, FL 33020 Phone (954) 921-3410 Fax (954) 921-3405

CONSULTANT'S AUTHORIZATION TO PROCEED

То:	Rummel, Klepper & Kahl, LLP			Date:		2.10.2025						
Facility Name:	Facility Name:					Proje	ct No.:	445	518			
Project Name:	Johnson Stree	et L	AP Light	ing			ATP	ATP Sequence Number:				1
								ition No.		021-208 &	:	
You are hereby	authorized to	o pi	oceed w	vith the following se	ervic	es:						
Basic	Services:											
Addi	tional Services	5										1)
Payment for these services shall be: 🛛 Lump Sum 🖾 See attached proposal dated: 2.10.2025												
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(Not to Exceed)		\$			\$				\$			
APPROVED AS TO FORM Submitted: Name: Den				Department of Design & Construction Management								
Damaris Henlon								Thingentent				
Interim City Attorney Recommended:												
Jose Cortes, Directo Department of Design & Construction Management					ortes, Director 1 Management							
Approved:				Approved:								
Stephanie Tinsley Director of Financial Services					C	\sum	/	1	Jo	osh Levy, Mayor		
	1 Original to Consultant (See Note Below) Accepted: 1 Original to Design Project File Accepted:											
	Please Sign All	Origi	nals and Re	eturn to the Department of D	Design	& Construct	ion Mana	gement	E	Inrique J.	Гата	Consultant yo, PE, Director



6100 Waterford District Drive, Suite 180 | Miami, FL 33126 | P 305.596.0912 | www.rkk.com

February 10, 2025

Luis Lopez, P.E. Engineering Support Services Manager City of Hollywood Design & Construction Management P.O. Box 229045 Hollywood, FL 33022-9045 llopez@hollywoodfl.org

Dear Mr. Lopez,

RK&K is pleased to submit the accompanying cost proposal to provide CEI services for the City's Johnson Street Lighting and Bike Lane Project. Please find the attached Scope of Services inclusive of the following Exhibits:

Exhibit A-1	Scope of Services
Exhibit A-2	Summary of Deliverables
Exhibit B	Schedule for Performance of Services
Exhibit C-1	Basic Services Fee
Exhibit C-2	Detailed Estimate
Exhibit D	Additional Services

We will perform CEI services to verify that the contractor's operations are performed in general compliance with the construction contract, the requirements and the goals of the City of Hollywood.

Please review the attached and advise of any guestions/comments.

Sincerely, Rummel, Klepper & Kahl JLP

Enrique J. Tamayo, PE

Director of South FL CEI

EXHIBIT A-1 SCOPE OF SERVICES

CITY OF HOLLYWOOD JOHNSON ST. LIGHTING AND BIKE LANE PROJECT

I. OVERVIEW

The Project is located in the City of Hollywood and includes roadway, Signing and Pavement Marking, and Lighting improvements to Johnson St., from north of 35th Avenue to west of I-95 and from east of NW 21st St. to north 14th Avenue. The project consists of the installation of sections of 6" thick sidewalk, concrete curb, performance turf, pavement markings, and street lighting.

This scope of services includes the provision of Construction Inspection Services for the project, in accordance with FDOT Standards.

A. GENERAL – INSPECTION SERVICES

The term INSPECTOR and CONSULTANT ("INSPECTOR" or "CONSULTANT") shall be interchangeable and mean the firm Contracted for Inspection Services. In general, INSPECTOR will provide services to the City of Hollywood ("OWNER"). The services will include Inspection Services, in accordance with the Contract for Construction Inspection Services, and the Exhibits attached herein.

1. OWNER desires to undertake the execution of the Services as defined in the following sections of this Scope of Services:

Scope of Services
Summary of Deliverables
Schedule for Performance of Services
Basic Services Fee
Detailed Estimate
Additional Services

- All Services specified herein are part of INSPECTOR's Scope of Services and are included in Exhibit C-1 – Basic Services Fee (hereinafter the "Fee). Hourly not-to-exceed services are itemized separately and in detail acceptable to OWNER as shown on Exhibit C-2 – Detailed Estimate.
- 3. Communication and Coordination
 - a. OWNER's Project Manager ("OPM") shall be the individual identified by OWNER as having primary responsibility for the day-to-day activities of the Project on behalf of OWNER.
 - b. Where referenced, the terms OWNER and OPM shall be interchangeable.
 - c. INSPECTOR shall communicate and coordinate all activities under this Scope of Services through OPM who will serve as the primary point of contact for INSPECTOR.

B. BASIC SERVICES

The Basic Services are divided into the following categories (check all that apply):

Construction Phase

- Engineering Services During Construction
- \boxtimes Inspection Services

Other

 \Box Additional Services – as needed and directed by OWNER

C. INSPECTION SERVICES

1. Approved Staff

INSPECTOR(s) shall have a minimum five (5) years of experience conducting inspection in the respective discipline field. CONSULTANT shall designate which is the Lead Inspector who will be responsible for coordinating inspection activities from Notice to Proceed through Final Completion. No changes shall be made to the following without prior (30-days) written approval by OPM. Depending on the size and complexity of the Project, one or more inspectors may be appropriate.

Name (First, Last)	Title
Felix Fuentes, PE	Senior Project Manager/Engineer
Erick Garcia	Project Administrator
Eduardo Agudelo	Senior Inspector
Daniel Gil	Resident Compliance Specialist

2. Meetings

- a. Pre-Construction Conference: INSPECTOR shall prepare and attend the pre-construction conference, review draft meeting minutes, and provide comments. Assumes one (1) conference.
- b. Project Site Meetings: INSPECTOR shall attend project progress meetings, Prepare and distribute meeting minutes. Meetings will be scheduled as needed.
- c. Close-out Meeting: INSPECTOR shall attend the close-out meeting and bring appropriate documents as requested in advance by OPM, review draft meeting minutes and provide comments.
- 3. Inspection of Construction Work
 - a. INSPECTOR will conduct daily on-site inspection of the Work in progress to determine if the Work is proceeding in accordance with the Construction Contract Documents, approved submittals, shop drawings and permits.
 - b. INSPECTOR will notify OPM immediately in writing to prevent incorporation of materials that have not been tested or approved in accordance with the requirements of Construction Contract Documents.

- c. INSPECTOR will notify OPM of any and all unacceptable work or material and report immediately, both verbally and in writing, whenever any work or material fails to conform to the Construction Contract Documents, submittals, and OPM or OWNER direction. Such notification will include complete information of the circumstances, location, and approximate quantities of the unacceptable material.
- d. INSPECTOR shall maintain a log of deficient and non-conforming work, within 24 hours of the observed deficiency, and log resolutions of the same, from Notice to Proceed of the project to Final Completion.
- e. INSPECTOR will verify and document that tests, equipment, and system start-ups, and operating and maintenance training are conducted in accordance with the Construction Contract Documents, in the presence of appropriate personnel, and that the Contractor maintains adequate records.
- f. INSPECTOR will coordinate as needed to ensure OWNER required sampling and testing (i.e. QA/QC samples) is conducted in a timely fashion by the third-party vendor and in accordance with the Contract Documents.
- g. INSPECTOR will observe, record, and report to OPM all appropriate details relative to the test procedures, functional testing, performance testing, and start-ups.
- h. INSPECTOR will assist in coordinating OWNER provided testing, inspection, and survey services. INSPECTOR will review the reports and other information prepared by the independent firms that are provided to OWNER and shall provide written confirmation to OPM the test reports are in accordance with the Contract Documents.
- i. Subsurface and Physical Conditions: Whenever the Contractor notifies OWNER or OPM of unforeseen subsurface or physical conditions at the site not contemplated in the Construction Contract Documents, INSPECTOR shall assist OPM in preparing a response to the Contractor.
- 4. Project Reporting
 - a. INSPECTOR will complete a daily report (form to be provided by OPM) for each day on site to include descriptions of work progress and by whom, manpower, problems encountered, corrective actions taken, construction equipment, material deliveries, photographs, daily weather conditions, material shortages, tests, Contractor staff roster, recommendations and general observations, and all other information pertinent to the execution of the Construction Contract Documents.
 - b. INSPECTOR will submit the daily report in electronic format via software identified by OPM, and utilize the existing document control system, as directed by OPM.
 - c. INSPECTOR will use the standard forms provided by OPM to keep track of meeting minutes, RFI, and submittals.
 - d. INSPECTOR will verify the correct wage table is in the contract and posted on the jobsite Bulletin Board, conduct monthly reviews of the Job-site Bulletin Board, submit daily work reports on a weekly basis or as required by the Oversight Compliance Specialist assigned to this project. We will conduct and review Employee EEO labor interviews with Contractor's employees, as per FOOT LAP requirements for contractors to ensure that all DBE and EEO/AA subcontractors are paid timely, and payments are verified.

- 5. Job Site Records
 - a. Submittals and Shop Drawings: INSPECTOR shall be familiar with approved and pending submittals, submittal log, shop drawings, substitutions, minor variations, and changes and conversant as to the related sections and requirements of the Construction Contract Documents.
 - b. INSPECTOR will prepare and maintain all required records, reports, and calculations needed to document the Contractor's conformance with Construction Contract Documents and in accordance with procedures established by OPM.
 - c. INSPECTOR will prepare and submit in accordance with direction of OPM, all reports, progress estimates of project construction, record drawings prepared by Contractor, calculations and plans showing changes from the Construction Contract Plans, other pertinent documentation, photographs of the various construction phases or work, and all other data for proper completion of record of the Construction Contract.
- 6. Project Controls
 - a. Contractor's Schedule Updates: INSPECTOR will review the Contractor's periodic schedule updates or other schedule submissions. INSPECTOR will provide comments to OPM regarding the updates or other submissions within three (3) business days of receipt and in compliance with reviews of Contractor payment certifications.
 - b. INSPECTOR will monitor the Contractor's availability and schedule of necessary materials, equipment, and personnel, and advise OPM if it is determined that Contractor is performing in accordance with his proposed progress schedule, or if his operation and procedures may lead to failure to complete the project on time.
 - c. INSPECTOR will use software as directed by OPM, on a daily basis to electronically maintain all INSPECTOR documents. INSPECTOR will utilize this software to enter their information into the daily log. INSPECTOR shall provide all IT equipment and office materials to perform the services required under the Agreement.
- 7. Safety
 - a. INSPECTOR will verify that the Contractor initiates, maintains, and supervises all safety precautions and programs in connection with the performance of the Construction Contract Documents, including but not limited to compliance by the Contractor and all Subcontractors with all safety precautions and programs required by the Occupational Safety and Health Act, other applicable laws, and the Construction Contract Documents.
 - b. INSPECTOR is not responsible for establishment of plans or compliance with health or safety precautions of construction workers or other staff, however, will advise OPM of Contractor's compliance with such requirements.
 - c. INSPECTOR will manage the health, safety, and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
 - d. INSPECTOR will coordinate its health, safety, and environmental program with the responsibilities for health, safety, and environmental compliance specified in the Construction Contract Documents. INSPECTOR will coordinate with responsible parties to correct conditions that do not meet applicable federal and local occupational safety and health laws and regulations, when such conditions expose INSPECTOR, or staff of INSPECTOR subcontractors, to unsafe conditions.

- e. INSPECTOR will notify affected personnel and OPM of any site conditions posing an imminent danger to them.
- 8. Permits
 - a. INSPECTOR shall maintain a copy of permits on-site and be familiar with all permits associated with the Project and their requirements.
 - b. INSPECTOR shall provide notice of a permit non-compliance issues.
- 9. Contractor's Payment and Procedures
 - a. INSPECTOR will assist in the evaluation and/or earned value analysis of the Schedule of Values or Breakdown for Payment submitted by the Contractor and make recommendations to OPM for its approval within three (3) business days of receipt.
 - b. INSPECTOR shall review Contractor's redline drawings and verify the status of them to OPM with the payment recommendation.
 - c. INSPECTOR will evaluate each periodic Application for Payment for its accuracy and compliance with Construction Contract Documents and recommend its approval or rejection to OPM within three (3) business days of receipt.
- 10. Change Orders
 - a. INSPECTOR shall be knowledgeable about and shall review and comment on OPM's change order log as part of routine project progress and at progress meetings.
 - b. INSPECTOR shall notify OPM within 24 hours of their knowledge about any and all potential changes, claims or disputes pertaining to the work or the interpretation of the requirements of the Construction Contract Documents. INSPECTOR will assist OPM, where requested, in discussions with the Contractor to resolve claims and disputes.
 - c. INSPECTOR will assist with the evaluation and recommended action to OPM of Construction Contract Change Orders.
 - d. INSPECTOR will maintain cost accounting records and primary data with respect to the work to be performed by effect of Change Orders on a time, labor, equipment, and materials basis and/or unit cost basis, including signed time and material sheets on a daily basis. Such records will be available to OPM at all times.
- 11. Interpretations of Construction Contract Documents
 - a. Requests for Information: INSPECTOR may be requested to assist OPM in the review of the Contractor's requests for information or clarification of the Construction Contract.
 - b. INSPECTOR will log and track the Contractor's requests using forms and/or software applications specified by OPM.
 - c. Proposed Substitutions: INSPECTOR will assist OPM in reviewing and responding to the Contractor's request for substitution of materials and equipment.
- 12. Record Drawings
 - a. INSPECTOR will coordinate with the Contractor for updating and submittal of red line mark-up record drawings in a monthly basis as part of the payment application evaluation.
 - b. INSPECTOR will coordinate with the Contractor for updating and submittal of red line mark-up record drawings and shall meet with the Contractor as necessary to discuss the

preparation of the mark-ups and transmit these to OPM within ten (10) business days of final completion.

- 13. Project Punch List
 - a. INSPECTOR will draft and solicit feedback from the Engineer of Record, OWNER, and OPM to include in the preparation and submittal to OPM of the Project Punch List, at least two weeks prior to the Contractor's scheduled substantial completion date or Contract Substantial Completion date, whichever comes first. This Punch List will be used for the Substantial Completion walk through.
 - b. INSPECTOR will update the punch list and follow up with the Contractor prior to and after the Substantial Completion is issued. Once the Contractor repairs all deficiencies included in the Punch List, INSPECTOR will make his recommendation to OPM for Final Completion of the Project. This Punch List will be used for the Final Completion walk through.
 - c. INSPECTOR will advise OPM on payment, and partial release of retention, final payment, release of retention, and release of insurance and bonds. At this time, INSPECTOR shall attend a close-out meeting with OPM and submit to OPM any remaining and/or requested Project files.

II. ADDITIONAL REQUIREMENTS IN SCOPE OF BASIC SERVICES

CONSULTANT shall provide the additional services as part of its Price or Fee for Basic Services as listed on **Exhibit C-1**:

1. Compliance with all Code Requirements

INSPECTOR represents that it is licensed to perform services in the state of the Project, that it is familiar with the site, local conditions, and applicable governmental requirements and that its services will be performed in accordance with such conditions and requirements. INSPECTOR represents that it is knowledgeable of and hereby undertakes to comply with all applicable federal, state and local laws, codes, ordinances, rules, regulations, and current standards applicable to the Project.

2. Use of Consultants and Coordination of Services

Any subconsultant used by INSPECTOR shall be approved in advance by OWNER. The cost for the subconsultants shall be included in the Basic Services fee. INSPECTOR shall be responsible for the actions of its subconsultants and shall specifically coordinate all services of their subconsultants.

INSPECTOR's duty to coordinate shall include the duty to schedule and hold coordination meetings on a regular basis between its subconsultants, contractors and all independent professionals engaged by OWNER, to the extent necessary to enable INSPECTOR to fulfill its responsibilities. INSPECTOR shall prepare and deliver to OWNER complete minutes of all such meetings within seven (7) calendar days of the date of each meeting.

3. INSPECTOR will provide the professional and technical services required under this Contract in accordance with acceptable engineering practices and good ethical standards.

4. The Drawings, Specifications, and other documents prepared by the Architect or Engineer of Record shall constitute the Design Documents for Construction of the Project.

III. ASSUMPTIONS AND EXCLUSIONS

- 1. INSPECTOR will be performing services consistent with the Contractor's allowable work hours per the Construction Contract Documents, and for the active construction period of the project, unless otherwise noted in writing.
- 2. Any claims resolution or litigation assistance requested of INSPECTOR will constitute additional services.
- 3. OWNER will provide all data in OWNER's possession relating to INSPECTOR's services on the Project. INSPECTOR will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.
- 4. OWNER will make its facilities accessible to INSPECTOR as required for INSPECTOR's performance of its services.
- 5. OWNER will give prompt notice to INSPECTOR whenever OWNER observes or becomes aware of any development that affects the scope or timing of services, or of any defect in the work of INSPECTOR or the Contractor.
- 6. OPM shall examine information submitted by INSPECTOR and render in writing or otherwise provide decisions in a timely manner.

EXHIBIT A-2 SUMMARY OF DELIVERABLES

Task	Deliverables
Construction Engineering & Inspection Services	• As required in this Scope of Services.

EXHIBIT B SCHEDULE FOR PERFORMANCE OF SERVICES

The Services shall be completed within <u>Three Hundred Ten (310) calendar days</u> from the commencement date on the written Notice to Proceed issued by OWNER.

The project schedule will commence as follows:

Task	Calendar Days for completion from NTP
Construction Engineering Inspection Services	250
Preconstruction, Inspection Services, Contract Close Out	310

EXHIBIT C-1 BASIC SERVICES FEE

The work shall be completed and compensated on an hourly basis, in the total not-to-exceed fee of <u>Two</u> <u>Hundred Four Thousand Three Hundred Forty-Seven Dollars and Eighty-Eight Cents (\$204,347.88)</u>, inclusive of expenses, and in accordance with the table below.

Hourly not-to-exceed tasks will be invoiced monthly for progress payments based on actual hourly services provided.

Task	Method of Payment	Fees (\$)
Construction Engineering & Inspection Services	Hourly Not-To-Exceed	\$204,347.88
	TOTAL	\$204,347.88

EXHIBIT C-2 DETAILED ESTIMATE

LABOR						
Role	Name	Bill Rate (Loaded)	Contract Admin & Inspection Services			
			Hrs	Labor Cost		
Senior Project Manager/Engineer (5% Time)	Felix Fuentes, PE	\$ 215.53	85	\$ 18,368.01		
Project Administrator (25% Time)	Erick Garcia	\$ 122.62	426	\$ 52,249.91		
*Senior Inspector (75% Time)	Eduardo Agudelo	\$ 113.38	1031	\$ 116,876.36		
Resident Compliance Specialist (15% Time)	Daniel Gil	\$ 65.92	256	\$ 16,853.60		
			0	\$-		
		Labor Total	1798	\$ 204,347.88		

CEI Contract Duration = 250 + 30 + 30 = 310 CDs Includes 30 CD Preconstruction & 30 CD Post Construction Manmonths = 310/30 = 10.333 MM

Manhours = Utilize 165 MH/MM

No Overtime (Straight and Premium) are included

*Inspector hours only during construction duration (250 CDs)

EXHIBIT D ADDITIONAL SERVICES

The following services are <u>not</u> included in our proposal:

- Surveying Services
- Geotechnical Testing Services
- Verification Laboratory Material Sampling & Testing
- Any service not specifically included in this Scope of Services Proposal