



(Revised September 5, 2014)
August 9, 2014

Mr. Clece Aurelus, P.E.
Engineering and Construction Services Division
City of Hollywood Department of Public Utilities
1621 North 14th Avenue
Hollywood, Florida 33020

RE: Proposal for Engineering Consulting Services for: "City of Hollywood Water Main Replacement Program" City project Number: 14-5122

Dear Mr. Aurelus:

In accordance with our Professional Services Agreement for General Consulting Services Water and Sewer Infrastructure Projects dated July, 2009 (City Project No. 08-1214A), Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), is pleased to submit this proposal for professional engineering consulting services to the City of Hollywood Department of Public Utilities (hereinafter referred to as "Client" or "City") relative to the above-referenced project.

PROJECT UNDERSTANDING

- 1) As part of its Citywide Water Main Replacement Program, the City proposes to replace of its existing potable water mains of diameters 16 inches and smaller which are located inside public rights-of way within the following limits (The Project Limits):
 - North boundary - The north right-of-way line of Hollywood Boulevard
 - South Boundary - The south right-of-way line of Moffett Street
 - West boundary - The west right-of-way line of U.S.1
 - East boundary - The landward edge of the Intracoastal Waterway
 - Excluded from the Project Limits is the area within the residential development known as "Harbor Islands", which is located east of Diplomat Parkway and south of Washington Street.See Project Map included as Attachment 1.
- 2) The City wishes to retain the services of the Consultant to provide analysis and design, prepare construction documents, provide regulatory assistance, provide assistance during the public bid and award of the construction contract, and provide limited construction phase services for the following proposed water distribution system improvements within the Project Limits:
 - Replace 3,620 LF of existing 16-inch diameter water mains with same diameter C905 PVC water main.
 - Replace 9,290 LF of existing 12-inch diameter water mains with same diameter C900 PVC water main.
 - Replace 5,080 LF of existing 8-inch diameter water mains with same diameter C900 PVC water main. This excludes approximately 8,675 LF of 8-inch water mains along U.S.1.

- Replace 51,555 LF of existing 6-inch diameter water mains with same diameter or 8-inch diameter C900 PVC, dependent on whether or not the mains will feed existing/proposed fire hydrants.
 - Replace 12,225 LF of existing 4-inch diameter water mains with same diameter or 8-inch diameter C900 PVC, dependent on whether or not the mains will feed existing/proposed fire hydrants.
 - Based on direction from the City, approximately 2,345-LF of 4-inch diameter water main was recently replaced along the alley south of Hollywood Boulevard from S. 11th Avenue to S. 14th Avenue. This segment is therefore excluded from this scope of services.
 - Replace 41,995 LF of existing 2-inch diameter water mains with either 4-inch diameter or 8-inch diameter C900 PVC, dependent on whether or not the mains will feed existing/proposed fire hydrants.
 - As measured from the Project Map in Attachment 1, the length of water main replacement includes approximately 123,760 LF outside of U.S.1, and approximately 8,675 LF within U.S.1.
 - Replace all existing fire hydrants within the Project Limits with new hydrants meeting the City's current standards.
 - Provide additional fire hydrants as needed to meet Fire Department hydrant coverage requirements
 - Reconnect all existing known water services within the Project Limits to the proposed mains. The locations of existing meters to be shown on the plans will be based on the route survey, meter records provided by the City, and visual observations. Exhaustive field reconnaissance to locate meters and backflow preventers, if needed, will be an additional service.
- 3) Diameters for the replacement water mains were pre-determined based on the criteria in the Project Understanding above. Hydraulic analysis is not included in this scope of services. If required for permitting, copies of the hydraulic analyses performed by the City's master planning consultants shall be provided by the City.
 - 4) Based on the City's atlas, all existing water mains within the Project Limits appear to be located within public roads or alleys, and the City wishes to replace them in the original locations. Therefore, the re-routing of existing water service lines and meters within private properties is not included in this scope of services.
 - 5) New water mains must be completed, tested, accepted by the City and released for service by the Broward County Health Department prior to removal or abandonment of existing water mains. Due to the space restrictions within the alleys, it may not be possible to accommodate additional mains without removal of existing mains. For this reason it may be necessary to install the new mains within the adjacent parallel streets, which would require additional route survey, and rerouting the existing water services within private properties from the backs to the fronts of the yards. If this is needed, Kimley-Horn will provide a supplemental scope of services and fee for the additional survey and service rerouting.
 - 6) If relocation of existing utilities is required to accommodate the new mains, this may need to be performed as an additional service depending on the types, sizes and locations of the existing utilities, and the extent of the relocations.
 - 7) Within public alleys to be impacted by the water main replacement, the City has directed the Consultant to review existing grades and, if feasible, re-grade the asphalt pavement to try to

- improve the flow of storm runoff. No other drainage improvements are included in the scope of services.
- 8) Based on the Project Map in Attachment 1, there are no existing water mains to be replaced along the right-of-way of Hollywood Boulevard. However, it is our understanding that some of the proposed water mains will connect to existing water mains either within or abutting the north right-of-way line of Hollywood Boulevard. Proposed water main crossings of Hollywood Boulevard may occur at the following intersections:
 - a. U.S.1 (S.R.5) – South side of Young Circle
 - b. 17th Avenue – South side of Hollywood Boulevard
 - c. 8th, 10th, 11th, 13th, 14th, 15th Avenues – Crossing the full right-of-way of Hollywood Boulevard
 - 9) Kimley-Horn has obtained email correspondence from FDOT District 4 Maintenance Staff confirming that segments of Hollywood Boulevard (S.R.5) and U.S.1 lying within the Project Limits were last paved over five years ago and are not under moratorium at this time. Therefore, the use of trenchless pipe installation (directional drill, jack-n-bore, etc.) will not be required.
 - 10) Based on the locations of existing mains shown on the Project Map in Attachment 1, there is no subaqueous water main installation proposed or included in this scope of services.
 - 11) The project will be designed and permitted as a single phase. It is understood that during construction the City may wish to phase how the system is placed into service, which may require submittal of multiple certification packages to the Health Department.
 - 12) As requested by the City, replacement of existing water mains along U.S.1 was broken out and included as a separate task under Task 10.

PROJECT ASSUMPTIONS

- 1) Restoration of public roads after water main installation is complete will be limited to restoring the existing pavement, traffic signage and pavement markings to match the original condition. If needed, roadway/traffic engineering services to modify existing roadways and/or traffic controls may require additional services.
- 2) Similar to prior phases, along FDOT rights-of-way (Hollywood Boulevard and U.S.1), full plan/profiles of the replacement water mains will be provided. Along other rights-of-way, profiles for proposed water mains will only be provided at each individual utility crossing and not along the entire alignment.
- 3) Plans for maintenance of traffic (MOT) during construction will be prepared by the contractor and are not included in this scope of services.
- 4) Kimley-Horn will conduct a preliminary search of available environmental databases to try to identify properties within the Project Limits that could be potential sources of groundwater contamination. If any are found, these properties will be identified on the plans and alternate pipe/gasket materials will be evaluated.
- 5) Most of the existing properties within the Project Limits are connected to public sanitary sewers.
- 6) Assistance with right-of-way/easement title searches or acquisition, if needed, is not included in this scope of services.
- 7) Closed water distribution loops will be provided only when there is existing available right-of-way.

- 8) Studies to evaluate alternative pipe materials are not included but may be performed as an additional service.
- 9) It is assumed that the proposed mains will be installed via conventional open trench method. This scope of services does not include analysis and implementation of trenchless installations.

SCOPE OF SERVICES

Task 1 – Geotechnical Exploration (Excluding U.S.1)

Geotechnical services for the project will be provided by Nutting Engineers of Florida, Inc., as sub-consultants to Kimley-Horn.

The scope includes performing sixty three (63) Standard Penetration Test (SPT) borings in accordance with ASTM D-1586 specifications to a depth of 15 feet, depending on the soil conditions encountered during the field work. At the completion of the field work, collected soil samples will be classified in the laboratory, and tests will be performed to determine natural water content, organic content, and sieve analysis. An engineering report with geotechnical recommendations, trenching and backfill recommendations will be provided. The engineering report will include graphic logs of the test borings and a test boring location plan.

Deliverables:

Five signed/sealed hardcopies and electronic (PDF) file of geotechnical report.

Task 2 – Geotechnical Exploration (U.S.1 only)

The scope includes performing seven (7) Standard Penetration Test (SPT) borings in accordance with ASTM D-1586 specifications to a depth of 15 feet, depending on the soil conditions encountered during the field work. At the completion of the field work, collected soil samples will be classified in the laboratory, and tests will be performed to determine natural water content, organic content, and sieve analysis. An engineering report with geotechnical recommendations, trenching and backfill recommendations will be provided. The engineering report will include graphic logs of the test borings and a test boring location plan.

In order to avoid additional costs involved with multiple mobilizations, MOT and utility locates, the fee for this task assumes that the work will be authorized concurrently with Task 1 above.

Deliverables:

Will be included in deliverables for Task 1 above

Task 3 – Topographic Route Survey (Excluding U.S.1)

The topographic route survey for the project will be provided by Gibbs Land Surveyors as sub-consultants to Kimley-Horn.

A topographic route survey will be provided along those road/alley rights-of-way within the Project Limits that contain existing water mains (Approximately 123,120 LF). The survey will identify rights-of-

way, centerlines, easements, and locating all existing aboveground and underground improvements, trees, utilities, etc., as indicated on the sub-consultant's scope of services included in Attachment 3.

Deliverables:

Five signed/sealed hardcopies and AutoCAD (.dwg) file of topographic route survey.

Task 4 – Subsurface Utility Exploration (SUE)

It will be important to limit the amount of time utility trenches remain open across Hollywood Boulevard. For this reason it is recommended that minimum-impact vacuum ("soft") digs be performed prior to 100% Construction Drawings in order to accurately determine the locations and depths of larger utilities that are difficult to adjust, and identify unanticipated conflicts.

Up to 32 test holes will be performed along the Hollywood Boulevard corridor at specific identified utilities. Vacuum excavations will be performed on paint marks provided by responding facility members of the Sunshine State One Call system. To help insure the test hole is performed directly over the subject utility, the Consultant will refine the locations of conductive utilities through inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar.

Vertical depths of existing utilities will be obtained using vacuum excavations. The Consultant will vacuum down to obtain the required information. Once complete, the removed fill will be replaced with what was originally removed in 6-inch lifts, and tamped up to the base material. Base material will be replaced and the placing and tamping of the cold asphalt or concrete will be completed as needed.

The utility locates will be mapped using horizontal and vertical controls from the survey. The subsurface utility information will be processed and placed in an Excel spreadsheet containing the size, type, material, depth of coverage, northing, easting and elevation of the located utilities. The alignment and depths of existing utilities located through SUE will be included in the project base map. Plans and profiles will be adjusted based on the findings from SUE.

Task 5 - 90% Construction Drawings (Excluding U.S.1)

4.1 – Development of Master Layout

During this phase, Kimley-Horn will perform the following tasks:

- 1) Attend kick-off meeting with City staff
- 2) Kimley-Horn will visit specific locations of the project identified by the City where re-grading of the alleys is required, and any other areas of concern.
- 3) Coordinate schedule and phasing of the project with surveyor, geotechnical engineer and SUE engineer.
- 4) Provide a project schedule from design through permitting.
- 5) Request utility design ticket from Sunshine One-call, and contact utility owners/providers (including the City of Hollywood) via email and/or express mail to request any available records and information depicting the locations and configuration of existing utilities within and around the project area. Catalog any utility record drawings and responses received from utility companies and track in a utility matrix.

- 6) As each phased segment of survey is received, Kimley-Horn will conduct site walk-throughs to verify the information on the route survey, take photographs and make notes regarding existing conditions that may not be evident from the survey.
- 7) Prepare a permit tracking matrix with agency names, permit types, permit/approval numbers and anticipated issue dates.
- 8) Kimley-Horn will request from the City a listing of all existing water meter accounts within the Project Limits for the purpose of locating any meters that may not be visible in the field.
- 9) As each phased segment of survey is received, Kimley-Horn will overlay the “best available” locations of existing underground utilities on the survey CAD file and create a base map on which the design will be developed.
- 10) There is a potential for impacts to soil or groundwater to be present in the proposed work area. An environmental database search will be conducted extending approximately ¼-mile outside the project boundary for the purpose of identifying properties within the Project Limits that have a moderate to high potential for contamination. Where readily available, files from local environmental agencies and other local governmental authorities may be reviewed.
- 11) Using the CAD base map as background, Kimley-Horn will develop a preliminary master layout for the proposed water main system, including points of connection and interconnection, flush/fill points, valve locations, existing/proposed fire hydrant locations, temporary plugs for testing each phase, and locations of potential contamination (from database search).
- 12) Kimley-Horn will submit to the City an overall project master layout and engineer’s opinion of probable construction costs for review and comment.
- 13) Kimley-Horn will address comments from the City pertaining to the project master layout and revise the master layout as needed.

4.2 – Development of 90% Construction Documents

Once the system master layout has been approved by City, this will be used as the basis for preparing the 90% construction drawings. At this point, any requested changes to the approved master layout for reasons other than unforeseen conditions may be considered additional services. The intent of this task is to further develop the drawings, prepare a design denoting the proposed horizontal and vertical alignment for the proposed mains and provide project-specific construction notes and details as follows:

- 1) Kimley-Horn will further refine the proposed horizontal alignment of the system, including stations/offsets, fittings, horizontal offsets from utilities and other physical features.
- 2) Based on existing utility information gathered during the above tasks, Kimley-Horn will identify locations where proposed water mains cross existing utilities. Profiles will be provided along proposed water mains within FDOT rights-of-way. Elsewhere, profiles will be provided only at the points of utility crossings and not along the entire main alignment. Profiles will depict “best available” locations, depths and sizes of existing underground utilities that cross and may be in potential conflict with the proposed mains.
- 3) Where proposed water mains cross Hollywood Boulevard and there are potential conflicts with existing utilities, the Consultant will identify those existing utilities for which available record (as-built) drawings are not available, are not clear, or do not provide sufficient information to determine if a conflict exists. In these cases the Consultant will recommend performing Subsurface Utility Exploration (SUE) under Task 4 to attempt to accurately identify the size, depth and horizontal location of the underground utility.

- 4) Profiles will show vertical fittings and deflections, installation depths, vertical separation from existing utility crossings, joint restraints and recommended locations for air release valves.
- 5) A few of the public alleys where water mains are to be replaced will need to be re-graded where directed by City staff. If feasible given the site constraints, pavement restoration plans for specific alleys will include a re-grading plan in order to correct low spots in the pavement and direct runoff away from adjacent properties.
- 6) Kimley-Horn will prepare 90% construction drawings consisting of the following:

| <u>List of Drawings</u> | <u>No. Sheets</u> |
|--|-------------------|
| Cover Sheet | 1 |
| General Notes | 1 |
| Project Key Maps | 4 |
| Water System Details | 3 |
| Water Main Plans (City rights-of-way) | 113 |
| Profile Sheets (City rights-of-way) | 46 |
| Plans and Profiles (U.S.1) | 9 |
| Pavement Restoration Details | 2 |
| Pavement Restoration Plans (City roads) | 63 |
| Pavement Restoration Plans (U.S.1 and Hollywood Blvd.) | 12 |
| Total Sheets | 254 |

- 7) Kimley-Horn will update the project schedule and engineer's opinion of probable construction costs for proposed improvements.
- 8) Kimley-Horn will submit the 90% construction drawings, opinion of costs and updated schedule to the City for review.

Deliverables

- Five signed/sealed sets of the 90% construction drawings (24"x36") in hardcopy format
- Updated project schedule
- Updated Engineer's Opinion of Probable Construction Cost for the proposed improvements.

Task 6 – 100% Construction Drawings (Excluding U.S.1)

This task includes those designated services necessary to prepare, from the approved 90% construction drawings, further drawings, specifications, details and related documents to clearly depict the design intent, setting forth in detail the requirements for construction of the project.

- 1) Upon receiving comments from the City on the 90% construction drawings submittal, Kimley-Horn will address reasonable review comments and incorporate these, if needed, as revisions to the plans.

- 3) Kimley-Horn will prepare 100% construction drawings consisting of the following:

| <u>List of Drawings</u> | <u>No. Sheets</u> |
|--|-------------------|
| Cover Sheet | 1 |
| General Notes | 1 |
| Project Key Maps | 4 |
| Sampling Point Maps | 4 |
| Water System Details | 3 |
| Erosion Control Notes and Details | 2 |
| Water Main Plans (City rights-of-way) | 113 |
| Profile Sheets (City rights-of-way) | 46 |
| Plans and Profiles (U.S.1) | 9 |
| Meter and Service Tables | 10 |
| Pavement Restoration Details | 2 |
| Pavement Restoration Plans (City roads) | 63 |
| Pavement Restoration Plans (U.S.1 and Hollywood Blvd.) | 12 |
| Total Sheets | 270 |

- 4) Kimley-Horn will submit the 100% construction drawings and opinion of costs to the City for review.
- 5) Kimley-Horn will also submit the 100% construction drawings, permit applications and other supporting documentation to the regulatory agencies listed under Task 7 below for review and approval.
- 6) Upon receiving comments on the 100% construction drawings from the City and regulatory agencies listed under Task 7 below, Kimley-Horn will address review comments and, if required, incorporate these as revisions to the plans, thereby updating them to conformed contract drawings.

Deliverables (to City)

- Five signed/sealed sets of the 100% construction drawings (24"x36") in hardcopy format
- Electronic (PDF and AutoCAD "dwg") files of the 100% construction drawings
- Final Engineer's Opinion of Probable Construction Cost for the proposed improvements.

Task 7 – Regulatory Assistance

Kimley-Horn will assist the Client by preparing and submitting permit applications, supporting documents and plans for review to the following regulatory agencies:

- 1) Broward County Health Department
- 2) City of Hollywood Building Department
- 3) Florida Department of Transportation District 4 – Utility Permit

No other agency approvals are anticipated or included in this scope of services other than that identified above. Kimley-Horn will address review comments and requests for information from each permitting agency referenced above.

Task 8 – Contract and Bid Documents Phase

Kimley-Horn will review the City's standard technical specifications and "front-end" documents provided by City in electronic file (MS Word) format, modify these accordingly to make them site and project specific, and create a Bid/contract Document for the project. The intent of the specifications is to detail the activities, materials, criteria, equipment, testing, contractual items and payment methods to be incorporated into the project. Kimley-Horn will also provide a bid form listing individual contract pay items, estimated quantities and units of measure for the project.

A draft bid document will be submitted to the City for review and comment. Once comments are received from the City on the bid document, the Consultant will address one round of reasonable comments, format the document and prepare a final bid/contract document.

During the bid and award phase of the construction contract, the Consultant will provide the following services:

- 1) Attend one pre-bid meeting to address questions from potential bidders.
- 2) Respond in writing to reasonable technical questions from qualified bidders and issue bid addenda, if required for clarification.
- 3) Attend bid opening meeting.
- 4) Assist the City with the evaluation and tabulation of contractor bids, reference checks, and ranking of bidders based on the City's selection criteria.

Deliverables

Five hardcopy originals and electronic copy (MS Word) of the final bid/contract document.

Task 9 – Limited Construction Phase Services

During the construction phase of the proposed project, the Consultant will provide the following services:

- 1) Attend one pre-construction meeting with the Client and selected contractor, record and distribute minutes.
- 2) Review shop drawing submittals from the contractor for pipe, fittings, valves, air release valves, joint restraints and other appurtenances.
- 3) Respond in writing to requests for information (RFI) or clarification from the contractor.
- 4) Visit the site periodically during construction of the proposed water mains to observe progress and witness tests (as frequently as deemed appropriate by Kimley-Horn for the type of work involved) and prepare site observation reports.
- 5) Visit the site at substantial completion to prepare a punch-list of items that are found not to be in conformance with the contract documents, or items that require correction, completion or replacement.
- 6) Attend final site walk-through to confirm that corrective punch-list items were addressed to the satisfaction of the Engineer.
- 7) Review as-built drawings, pressure test reports, results of bacteriological analyses and pavement density tests provided by the contractor for conformance with the contract documents.
- 8) Prepare Engineer's Certification of Completion for the systems.

Task 10 – Construction Drawings through Construction Phase Services (U.S.1 only)

As requested by the City, replacement of the existing water mains along U.S.1 (S.R.5) is provided as a separate task and fee. This task includes design, preparation of construction documents, permitting, assistance with bidding of the construction contract, and construction phase services for the replacement of two separate 8-inch diameter water mains measuring approximately 5,025 LF and 3,650 LF along U.S.1 between Hollywood Boulevard and Moffett Street. For the purpose of developing this scope of services and fees, it was assumed that the replacement of the U.S.1 water mains will be performed concurrently with all other water main replacement on this project. Preparation and submittal of a separate permit package and separate bid/contract document for the U.S.1 water mains is not included in this scope of services.

ADDITIONAL SERVICES

If authorized by City in writing, the Consultant will provide additional services that may be required above and beyond those described in the above tasks. These services may include, but are not limited to, the following:

- 1) Assistance with acquisitions of easements and/or right-of-way
- 2) Hydraulic modeling
- 3) Maintenance of traffic (MOT) plans
- 4) Public information services and advertisement of public meetings
- 5) Preparation of board-mounted exhibits and renderings for presentations and public meetings.
- 6) Relocations/modifications of existing utilities other than existing water mains within the project area
- 7) Roadway design and cross-sections
- 8) Design of sanitary sewer systems
- 9) Meetings in excess of those described in the above tasks
- 10) Environmental site assessments (Phase I and II) and testing services
- 11) Basis of Design Report (BODR), feasibility and/or route studies
- 12) Dewatering plans
- 13) Design of corrosion protection systems
- 14) Structural design calculations
- 15) Permitting through Broward County Public Works Highway and Traffic Divisions
- 16) Permitting other than identified in Task 7
- 17) Creation of a contract document or technical specifications
- 18) Services involving greater lengths of water mains than what is included in the Project Understanding above.
- 19) Changes in project extents or main alignments after geotechnical testing services have commenced
- 20) Analysis and design of trenchless installations
- 21) Review of applications for progress payments from the contractor
- 22) Any other services not specifically listed in Tasks 1 through 10

TO BE PROVIDED BY CITY

- 1) Utility Atlas and Record ("as-built") Drawings along selected roadways.
- 2) Listing of water meter accounts within the Project Limits
- 3) Permit application fees (as required)
- 4) Current "front-end" bid/contract documents in MS Word (.doc) format

PROJECT SCHEDULE

A project schedule will be provided to establish milestone dates required to meet the project completion date. The following are anticipated durations from design through bid and award for the project:

| <i>Task</i> | <i>*Duration</i> |
|---|-----------------------------|
| **Survey, geotechnical, SUE and completion of 90% CDs | 50 weeks |
| 100% Construction Drawings and Bid Doc | 24 weeks |
| Permitting | 16 weeks |
| <i>*Total Anticipated Duration</i> | <i>90 weeks (21 months)</i> |

**Durations shown are estimates only, and are contingent upon the durations of plan reviews, permit application reviews and other events outside of Kimley-Horn's control.*

***90% plans will be completed in four equal segments. Duration assumes 2 weeks review time by City staff, and 4 weeks to address comments and revise plans after each segment.*

FEE AND BILLING

Kimley-Horn will accomplish the services outlined in Tasks 1 through 10 of the Scope of Services for the lump sum fee of **\$1,345,520.99** as shown in the table below and in the staff-hour estimate provided in Attachment 2:

Lump Sum Fee

| <i>Task No.</i> | <i>Description</i> | <i>Lump Sum Fee</i> |
|-----------------|--|-----------------------|
| 1 | Geotechnical Exploration (Excluding U.S.1) | \$22,195.30 |
| 2 | Geotechnical Exploration (U.S.1 only) | \$4,110.10 |
| 3 | Topographic Route Survey (Including U.S.1) | \$420,672.00 |
| 4 | Subsurface Utility Exploration (SUE) | \$25,350.00 |
| 5 | 90% Construction Drawings (Excluding U.S.1) | \$376,541.87 |
| 6 | 100% Construction Drawings (Excluding U.S.1) | \$185,458.36 |
| 7 | Regulatory Assistance (Excluding U.S.1) | \$35,000.00 |
| 8 | Contract and Bid Documents Phase (Excluding U.S.1) | \$60,000.00 |
| 9 | Limited Construction Phase Services (Excluding U.S.1) | \$150,000.00 |
| 10 | Construction Drawings through Construction Phase Services (U.S.1 only) | \$66,193.36 |
| | <i>Total Lump Sum Fee</i> | <i>\$1,345,520.99</i> |

CLOSURE

The terms and conditions of the Professional Services Agreement for General Consulting Services Water and Sewer Infrastructure Projects dated July 2009 (City Project No. 08-1214A) between the City of Hollywood and Kimley-Horn and Associates, Inc. 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 Consultant referencing this document as Exhibit "A". Fees and times stated in this agreement are valid for sixty (60) days after the date of issuance by Kimley-Horn. We appreciate this opportunity to submit a letter agreement. Please contact Richard Tenn at (954) 535-5129 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Aaron E. Buchler, P.E.
Vice-President

Agreed to this _____ day of _____, 2014.

CITY OF HOLLYWOOD
A Municipality

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

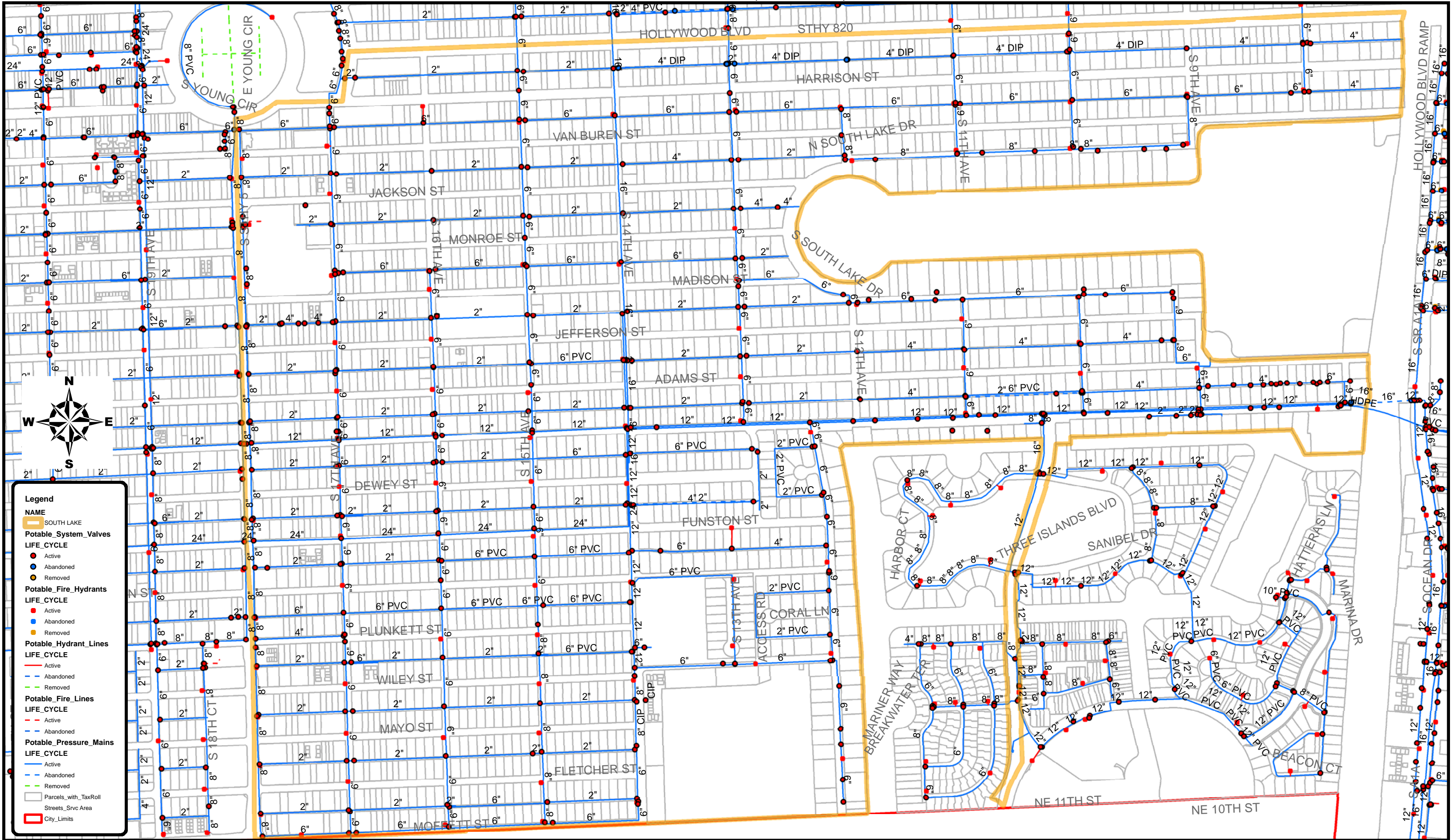
Official Seal:

ATTACHMENT 1

PROJECT MAP



UTILITY ATLAS MAPLET



ATTACHMENT 2

STAFF-HOUR ESTIMATE

STAFF-HOUR ESTIMATE

Project Name: City of Hollywood Water Main Replacement Program
 Client: City of Hollywood Department of Public Utilities
 City Project No. 14-5122
 Date Prepared: 9/5/2014
 Estimated By: Juan E. Jimenez, PE

Estimated Project Duration
 Design and Permitting: 21 months
 Bid and Award: 6 months
 Bid and Construction: 60 months
 Total: 87 months

| KHA Task # Subtask ID Number | KHA Task Name Subtask Name/Description | DIRECT LABOR (STAFF HOURS) | | | | | | | | | Expenses /Subs (\$) | TOTAL PER TASK (\$) |
|------------------------------------|--|----------------------------|----------------------------------|-------------------------------------|------------------------------------|--------------------------------------|--------------------------------------|-------------------------------------|----------------------------------|----------------------------------|---------------------------|---------------------------|
| | | Principal P8 (hours) | Senior Prof. P7 (hours) | Project Manager P6 (hours) | Prof. Engineer P4 (hours) | Project Engineer P3 (hours) | Engineer Analyst P2 (hours) | CADD Technician P1 (hours) | Support Staff N (hours) | Total KHA Labor (hours) | | |
| | Distribution | 1% | 2% | 5% | 10% | 20% | 30% | 30% | 2% | 100% | | |
| 1.0 | Geotechnical Exploration (Excluding U.S.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | \$ 22,195.30 | \$ 22,195.30 |
| 2.0 | Geotechnical Exploration (U.S.1 only) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | \$ 4,110.10 | \$ 4,110.10 |
| 3.0 | Topographic Route Survey (Including U.S.1) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | \$ 420,672.00 | \$ 420,672.00 |
| 4.0 | Subsurface Utility Exploration (SUE) | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | \$ 25,350.00 | \$ 25,350.00 |
| 5.0 | 90% Construction Drawings (Excluding U.S.1) | 39.0 | 80.0 | 197.5 | 395.0 | 789.0 | 1185.0 | 1185.0 | 79.0 | 3949.5 | | \$ 376,541.87 |
| 6.0 | 100% Construction Drawings (Excluding U.S.1) | 19.5 | 39.0 | 97.5 | 195.5 | 389.0 | 582.0 | 583.0 | 39.0 | 1944.5 | | \$ 185,458.36 |
| 7.0 | Regulatory Assistance (Excluding U.S.1) | 4.0 | 7.5 | 18.5 | 37.5 | 72.0 | 110.0 | 109.5 | 7.0 | 366.0 | | \$ 35,000.00 |
| 8.0 | Contract and Bid Documents Phase (Excluding U.S.1) | 6.5 | 13.0 | 31.5 | 63.0 | 125.5 | 187.0 | 188.0 | 14.0 | 628.5 | | \$ 60,000.00 |
| 9.0 | Limited Constr. Phase (Excluding U.S.1) | 16.0 | 31.5 | 79.0 | 156.5 | 314.5 | 472.5 | 471.5 | 31.5 | 1573.0 | | \$ 150,000.00 |
| 10.0 | CDs thru Constr. Phase (U.S.1 only) | 7.0 | 14.0 | 35.0 | 69.5 | 138.5 | 207.0 | 208.0 | 15.0 | 694.0 | | \$ 66,193.36 |
| | Subtotal (Hours) | 92.0 | 185.0 | 459.0 | 917.0 | 1828.5 | 2743.5 | 2745.0 | 185.5 | 9155.5 | | |
| | Hourly Rates (\$/hr.) | \$ 238.48 | \$ 202.74 | \$ 152.77 | \$ 123.75 | \$ 102.11 | \$ 85.25 | \$ 71.30 | \$ 74.52 | | | |
| | Total by Classification (Dollars) | \$ 21,940.44 | \$ 37,506.90 | \$ 70,120.51 | \$ 113,482.95 | \$ 186,715.45 | \$ 233,883.38 | \$ 195,718.50 | \$ 13,824.20 | | \$ 472,327.40 | \$ 1,345,520.99 |

ATTACHMENT 3

SUB-CONSULTANT FEE PROPOSALS

August 7, 2014

Mr. Juan E. Jimenez, PE, Associate
Kimley-Horn and Associates
1221 Brickell Avenue, Suite 400
Miami, Florida 33131-3224
Phone: (305) 535-7784
Fax: (305) 535-7760
Mobile: (786) 368-5365
Email: juan.jimenez@kimley-horn.com

Re: Proposal/Agreement for a Geotechnical Exploration
Water Main/Force Main Installation City of Hollywood Project
Hollywood Blvd. to Moffett Street, between U.S.1 and the Intracoastal Canal.
Hollywood, Florida

Dear Mr. Jimenez:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services for the referenced project.

Per your emails on July 8, 11, and August 6, 2014 and review of the attached site plan, we understand that plans for this project include the installation of new water and force mains within the referenced area. It is our understanding that the new water main and force main will run parallel along the general alignment, as indicated on the sketch provided by your office.

Based on your request for proposal, and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We will perform sixty three (63) Standard Penetration Test (SPT) borings in accordance with ASTM D-1586 specifications to a depth of 15 feet. We note that the test borings will not be terminated in very loose or deleterious material, and therefore, the depth of the test borings may change depending on the conditions encountered during the field work.

At the completion of the field work, the soil samples will be returned to our laboratory for classification criteria. We will provide an engineering report with geotechnical recommendations. We will also provide trenching and backfill recommendations, if required. In order to provide information concerning the engineering properties of the soils, it is anticipated that tests will be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume that the sites are accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the field work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$22,195.30 based on the following rates and quantities:

6. Geotechnical Services

- | | | |
|----|---|-------------|
| a. | Standard Penetration Test Borings 945 l.f. @ \$18.50/l.f. | \$17,482.50 |
| m. | Geotechnical Engineering - Evaluation of existing soil 20 hours @ \$78.00/hour | \$1,560.00 |

7. Soil

- | | | |
|----|--------------------------------------|----------|
| i. | Grain size 6 tests @ \$58.80/test | \$352.80 |
|----|--------------------------------------|----------|

23. Underground Utility Locating

- | | | |
|----|--|-----------|
| a. | Utility Clearance 20 hours @ \$90.00/hour | \$1800.00 |
|----|--|-----------|

Fee schedule based on Broward County Rotating List (RLI No. 20070206-0-PC-2)

Maintenance of Traffic (MOT) (If Needed)
Lump Sum

\$1000.00

We can begin this work within approximately one to two days of receiving written authorization. The field work should take ten days to complete. The geotechnical report should be available within approximately one week after the field work is complete.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 43 years in South Florida during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. One of the key constituents of NE success is our staff of approximately fifty highly experienced professionals including engineering geologists, geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and the American Association of State Highway & Transportation Officials (AASHTO) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT). Note that we carry one million dollars professional liability and two million dollars general liability insurance.

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Treasure Coast 772-408-1050 • Broward 954-941-8700 • Miami Dade 305-824-0060

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully Submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Paul Catledge, P.E.
Senior Engineer

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. We note that our terms are net thirty days. Any invoices over thirty days will be assessed a 1 1/2 percent service charge. If you are a first time client, we request that the fee for these services be paid at the time of report completion. Once your account is established, we will bill you on an invoice basis.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Specific Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NUTTING"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design or unusual site conditions are observed, NUTTING should be notified immediately in writing about the changed condition for possible review and comment.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NUTTING will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NUTTING will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment – No deposit required with signed agreement. Balance due upon delivery of report. Interest at the rate of 18% per annum from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

General Terms and Conditions

Insurance – NUTTING maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NUTTING to make the planned borings, surveys, and/or explorations. NUTTING will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NUTTING will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NUTTING will accomplish this and add the cost to its fee.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NUTTING will give special instructions to its field personnel. NUTTING may require special measures to be employed at possible additional cost for drilling operations within a twenty foot

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Treasure Coast 772-408-1050 • Broward 954-941-8700 • Miami Dade 305-824-0060

lateral distance to powerlines. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless NUTTING from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to NUTTING in writing, and to reimburse NUTTING for expenses in connection with any such claims or suits, including reasonable attorney's fees. Nutting will endeavor to utilize normal care in accessing drilling locations but assumes no liability for damage to the lawn, landscaping, sprinklers or other subsurface objects that occurs in the normal course of our work.

Warranty and Limitation of Liability - NUTTING shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NUTTING is promptly notified in writing prior to one year after completion of such portion of the services, NUTTING will re-perform such portion of the services, or if re-performance is impracticable, NUTTING will refund the amount of compensation paid to NUTTING for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NUTTING or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless NUTTING and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by NUTTING, or claims against NUTTING arising from the work of others. This indemnification provision extends to claims against NUTTING which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface.

Nutting is to be supplied with current, applicable and approved project plans and specifications and any approved written modifications thereto in a timely manner. Nutting is not responsible for the "means or methods" of construction on structural inspection projects. Nutting accepts no responsibility for accuracy, validity or code compliance of contract documents nor for any claims related to "mold" or indoor air quality. Nutting is not responsible for construction site safety. Nutting Engineers work is not intended to be used for environmental or contaminant related evaluation and should not be used or relied upon for these purposes unless otherwise explicitly stated by Nutting in writing. Any and all causes of action arising out of Nutting's performance of the Work shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of Nutting's last invoice for the Work performed hereunder.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NUTTING will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Joint and Several Liability - The concept of joint and several liability is explained as follows: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make NUTTING partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for NUTTING to be exposed to such an action, because NUTTING had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against NUTTING, and agrees to defend, indemnify and save NUTTING harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold NUTTING responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate NUTTING for any time spent and expenses incurred by NUTTING in defense of any such claim, with such compensation to be based upon NUTTING's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in **Palm Beach County, Florida**.

Force Majeure - NUTTING shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NUTTING shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NUTTING should be notified in writing immediately upon discovery. NUTTING reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NUTTING. NUTTING has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NUTTING in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NUTTING'S reports for purposes of the current project. Other parties are not authorized to use or rely upon NUTTING'S reports unless NUTTING so states in writing.

cc: Richard C. Wohlfarth, P.E., James J. Flaig, P.E., Kristina Berryman

August 7, 2014

Mr. Juan E. Jimenez, PE, Associate
Kimley-Horn and Associates
1221 Brickell Avenue, Suite 400
Miami, Florida 33131-3224
Phone: (305) 535-7784
Fax: (305) 535-7760
Mobile: (786) 368-5365
Email: juan.jimenez@kimley-horn.com

Re: Proposal/Agreement for a Geotechnical Exploration
Water Main/Force Main Installation City of Hollywood Project
U.S.1, between Hollywood Blvd. to Moffett Street.
Hollywood, Florida

Dear Mr. Jimenez:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services for the referenced project.

Per your emails on July 8, 11, and August 6, 2014 and review of the attached site plan, we understand that plans for this project include the installation of new water and force mains within the referenced area. It is our understanding that the new water main and force main will run parallel along the general alignment, as indicated on the sketch provided by your office.

Based on your request for proposal, and our understanding of the project, we propose the following scope of work and fee schedule.

SCOPE OF WORK

We will perform seven (7) Standard Penetration Test (SPT) borings in accordance with ASTM D-1586 specifications to a depth of 15 feet. We note that the test borings will not be terminated in very loose or deleterious material, and therefore, the depth of the test borings may change depending on the conditions encountered during the field work.

At the completion of the field work, the soil samples will be returned to our laboratory for classification criteria. We will provide an engineering report with geotechnical recommendations. We will also provide trenching and backfill recommendations, if required. In order to provide information concerning the engineering properties of the soils, it is anticipated that tests will be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the field. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume that the sites are accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the field work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$4,110.10 based on the following rates and quantities:

6. Geotechnical Services

- | | | |
|----|---|-----------|
| a. | Standard Penetration Test Borings 105 l.f. @ \$18.50/l.f. | \$1312.50 |
| m. | Geotechnical Engineering - Evaluation of existing soil 10 hours @ \$78.00/hour | \$780.00 |

7. Soil

- | | | |
|----|--------------------------------------|----------|
| i. | Grain size 2 tests @ \$58.80/test | \$117.60 |
|----|--------------------------------------|----------|

23. Underground Utility Locating

- | | | |
|----|--|----------|
| a. | Utility Clearance 10 hours @ \$90.00/hour | \$900.00 |
|----|--|----------|

Fee schedule based on Broward County Rotating List (RLI No. 20070206-0-PC-2)

Maintenance of Traffic (MOT) (If Needed)
Lump Sum

\$1000.00

We can begin this work within approximately one to two days of receiving written authorization. The field work should take three days to complete. The geotechnical report should be available within approximately one week after the field work is complete.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 43 years in South Florida during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges. One of the key constituents of NE success is our staff of approximately fifty highly experienced professionals including engineering geologists, geotechnical engineers, environmental specialists, field personnel who are certified and have been trained to provide a wide range of consulting services, and our dedicated administrative staff.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and the American Association of State Highway & Transportation Officials (AASHTO) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT). Note that we carry one million dollars professional liability and two million dollars general liability insurance.

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Treasure Coast 772-408-1050 • Broward 954-941-8700 • Miami Dade 305-824-0060

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully Submitted,
NUTTING ENGINEERS OF FLORIDA, INC.

Scott Ersland
Division Manager

Paul Catledge, P.E.
Senior Engineer

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. We note that our terms are net thirty days. Any invoices over thirty days will be assessed a 1 1/2 percent service charge. If you are a first time client, we request that the fee for these services be paid at the time of report completion. Once your account is established, we will bill you on an invoice basis.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

Specific Terms and Conditions

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NUTTING"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design or unusual site conditions are observed, NUTTING should be notified immediately in writing about the changed condition for possible review and comment.

Delivery – Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NUTTING will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NUTTING will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

Payment – No deposit required with signed agreement. Balance due upon delivery of report. Interest at the rate of 18% per annum from 30 days after date of invoice to date payment is received will be added to all amounts not paid within 30 days after date of invoice. In the event that any law limiting the amount of interest or other charges permitted to be collected is interpreted so that this charge violates such law for any reason, the interest charge is hereby reduced to the extent necessary to eliminate such violation. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

General Terms and Conditions

Insurance – NUTTING maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

Right-of-Entry - Unless otherwise agreed, Client will furnish right-of-entry on the property for NUTTING to make the planned borings, surveys, and/or explorations. NUTTING will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NUTTING will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NUTTING will accomplish this and add the cost to its fee.

Damage to Existing Man-made Objects - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NUTTING will give special instructions to its field personnel. NUTTING may require special measures to be employed at possible additional cost for drilling operations within a twenty foot

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Treasure Coast 772-408-1050 • Broward 954-941-8700 • Miami Dade 305-824-0060

lateral distance to powerlines. As evidenced by your acceptance of this proposal, Client agrees to indemnify and save harmless NUTTING from all claims, suits, losses, personal injuries, death and property liability resulting from unusual subsurface conditions or damages to subsurface structures, owned by Client or third parties, occurring in the performance of the proposed work, whose presence and exact locations were not revealed to NUTTING in writing, and to reimburse NUTTING for expenses in connection with any such claims or suits, including reasonable attorney's fees. Nutting will endeavor to utilize normal care in accessing drilling locations but assumes no liability for damage to the lawn, landscaping, sprinklers or other subsurface objects that occurs in the normal course of our work.

Warranty and Limitation of Liability - NUTTING shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NUTTING is promptly notified in writing prior to one year after completion of such portion of the services, NUTTING will re-perform such portion of the services, or if re-performance is impracticable, NUTTING will refund the amount of compensation paid to NUTTING for such portion of the services.

This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NUTTING or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

For services involving or relating to pollution, it is further agreed that the Client shall indemnify and hold harmless NUTTING and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct and indirect or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of the work by NUTTING, or claims against NUTTING arising from the work of others. This indemnification provision extends to claims against NUTTING which arise out of, are related to, or are based upon, the disposal, discharge, escape, release or saturation of vapors, fumes, acids, alkalis, toxic chemicals, liquids, gases or any other material, irritant, contaminant or pollutant in or into the atmosphere or on, onto, upon, in or into the surface or subsurface.

Nutting is to be supplied with current, applicable and approved project plans and specifications and any approved written modifications thereto in a timely manner. Nutting is not responsible for the "means or methods" of construction on structural inspection projects. Nutting accepts no responsibility for accuracy, validity or code compliance of contract documents nor for any claims related to "mold" or indoor air quality. Nutting is not responsible for construction site safety. Nutting Engineers work is not intended to be used for environmental or contaminant related evaluation and should not be used or relied upon for these purposes unless otherwise explicitly stated by Nutting in writing. Any and all causes of action arising out of Nutting's performance of the Work shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of Nutting's last invoice for the Work performed hereunder.

Sampling or Testing Location - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NUTTING will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

Sample Handling and Retention - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

Joint and Several Liability - The concept of joint and several liability is explained as follows: When two or more parties are considered responsible for causing injury or damage, any one of the parties may be made to provide compensation for as much as 100% of the damages assessed. When applied to hazardous materials projects, it is possible that the concept of joint and several liability could be construed to make NUTTING partly or wholly responsible for damages created directly or indirectly by the hazardous materials. Client agrees that it would be unfair for NUTTING to be exposed to such an action, because NUTTING had nothing whatsoever to do with the creation of the hazardous condition. Accordingly, Client waives any claim against NUTTING, and agrees to defend, indemnify and save NUTTING harmless from any claim or liability for injury or loss arising from application of a joint and several liability concept that would, in any manner, hold or seek to hold NUTTING responsible for creating a hazardous condition or permitting one to exist. Client also agrees to compensate NUTTING for any time spent and expenses incurred by NUTTING in defense of any such claim, with such compensation to be based upon NUTTING's prevailing fee schedule and expense reimbursement policy relative to recovery of direct project costs.

Legal Jurisdiction - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in **Palm Beach County, Florida**.

Force Majeure - NUTTING shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

Documents - NUTTING shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NUTTING should be notified in writing immediately upon discovery. NUTTING reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NUTTING. NUTTING has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NUTTING in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NUTTING'S reports for purposes of the current project. Other parties are not authorized to use or rely upon NUTTING'S reports unless NUTTING so states in writing.

cc: Richard C. Wohlfarth, P.E., James J. Flaig, P.E., Kristina Berryman

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

PHONE: 954-923-7666 FAX: 954-923-7668

SSEELEY@GIBBSLANDSURVEYORS.COM

August 19, 2014

Juan E. Jimenez, P.E.
Kimley-Horn
1221 Brickell Avenue Suite 400
Miami, FL 33131-3224

RE: City of Hollywood Water Main Replacement Program
Hollywood Blvd South to Moffett St, Federal Highway East to the Intracoastal Waterway
(Approximately 129,049 linear feet)

Dear Mr. Jimenez:

We are pleased to submit the following proposal for Professional Land Surveying services on the above referenced project.

LIMITS OF WORK

All those right-of-ways lying between the south right-of-way line of Hollywood Blvd. and the south right-of-way line of Moffett Street and lying between the west right-of-way line of Federal Highway east to the Intracoastal Waterway; including seven (7) crossings on Hollywood Boulevard, south right-of-way to north right-of-way;

LESS AND EXCEPT:

1. Harrison Street, Van Buren Street, Jackson Street, Monroe Street, Jefferson Street, Dewey Street, Coral Lane, Mayo Street and Fletcher Street in their entirety (full Rights-of-Way);
2. Madison Street west of 13th Avenue, Adams Street, (except east & west of 9th Avenue), Funston Street east of 14th Avenue, Rodman Street east of 13th Avenue and west of 14th Avenue, Plunkett Street east of 17th Avenue and Wiley Street west of 14th Avenue

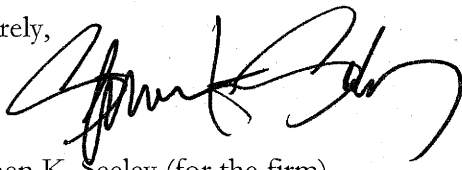
SCOPE OF WORK

1. Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Baseline shall be referenced by work points (shown as "WP" in the file) from the beginning to end of the project and all changes in direction. Monumentation found in the field to determine the rights of way shall be indicated on the survey with state plane coordinate values and elevations (x, y, z) assigned to the above in the digital file.

5. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, landscaping, and any other visible improvements.
6. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the right-of-way lines.
7. Provide centerline elevations at 100 foot intervals and significant grade breaks (highs and lows) within the alley rights-of-way.
8. Identify swale material, denoting grass, dirt or gravel.
9. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.
10. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
11. Digital maps shall delineate all field collected data as well as existing limits of referenced right-of-ways.
12. Provide location of utilities, where possible based on field observation and utility records provided to this office.
13. Record horizontal and vertical location of existing pipes at proposed connection locations and other soft dig locations as provided to this office.
14. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.
15. Provide 5 signed and sealed copies of the survey.
16. CAD files to be delivered, as needed, in phases of progress.

The above SCOPE OF WORK will be performed for a fee of \$420,672.00

Sincerely,



Stephen K. Seeley (for the firm)

August 8, 2014

Mr. Juan E. Jimenez, P.E.
Kimley-Horn
1221 Brickell Avenue, Suite 400
Miami, Florida 33131

Cardno

3427 NW 55th Street
Fort Lauderdale, Florida 33309
USA

Phone: 954 938 9389

Fax: 954 938 6909

www.cardno.com

Subject: Fee Proposal for Performing Utility Locates (Test Holes)

Project: City of Hollywood Water Main Replacement

Dear Mr. Jimenez:

Cardno appreciates the opportunity to prepare this fee proposal for providing utility locating services on the above referenced project.

Scope of Services

Cardno will perform up to 32 test holes (4 test holes estimated per intersection) as directed by the design engineer at the following eight (8) different side streets intersections with Hollywood Boulevard:

1. South 8th Avenue.
2. South 10th Avenue.
3. South 11th Avenue.
4. South 13th Avenue.
5. South 14th Avenue.
6. South 15th Avenue.
7. South 17th Avenue.
8. South Young Circle with South Federal Highway.

Utility Locates (test holes)

Cardno will perform up to 32 test holes along the Hollywood Boulevard corridor at specific utility conflicts as directed by the design engineer. Cardno will notify Sunshine One-Call 48 hours in advance of excavation. Cardno will vacuum excavate on existing marks by responding facility members to the Sunshine State One Call of Florida system. The one call marks are at a minimum limited to an accuracy of +/- 4' horizontally allowing for a potentially significant amount of error in the locations. To help insure the test hole is performed over the facility, Cardno will remark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar. Existing gravity systems, utility service lines and aerial facilities are not included for this project.

In order to obtain the vertical depths of the utilities in paved or concrete surfaces, Cardno will need to utilize a concrete saw to provide a square cut area (12"x12") in the asphalt/concrete to vacuum excavate. All base material will be removed upon removal of the structural asphalt/concrete and set aside to be placed back upon completion of the test hole. Cardno will

Mr. Juan E. Jimenez, P.E.
August 8, 2014

vacuum down to obtain the required information, and then replace fill with what was originally removed in 6-inch lifts being tamped all of the way to the base material. Base material will be replaced by Cardno and the placing and tamping of the cold asphalt or concrete will be completed as needed.

Survey Support

Utilizing project horizontal and vertical control (to be provided by Kimley-Horn), Cardno will survey/map the utility locates. If project control is not available from the client or non-existent within the project limits, Cardno will utilize RTK GPS methods utilizing Florida's Primary Reference Network (FPRN) system to establish both horizontal (NAD 83/transmitted adjustment) and vertical (NAVD 88). The subsurface utility information will be processed and placed in an Excel spreadsheet containing the size, type, material, depth of coverage, northing, easting and elevation of the found utilities (based upon project control if provided by the client or RTK GPS derived from observations utilizing FPRN network).

Fee

| | |
|-----------------|---|
| Test Holes: | $\$395.00/\text{per test hole} \times 32 = \$12,640$ <ul style="list-style-type: none">• Minimum of 6 test holes per request. |
| Survey support: | $\$5,310$ <ul style="list-style-type: none">• Survey support for mapping test holes and producing final deliverables. |
| MOT Crew: | $\$925/\text{per day} \times 8 \text{ days} = \$7,400$ <ul style="list-style-type: none">• Daily rate includes crew, truck and advanced MOT equipment rental.• MOT will be invoiced as utilized. |

Geophysical Conditions and Understandings

Although geophysical methods provide a high level of assurance for the location of subsurface objects, the possibility exists that not all features can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination. Therefore, Cardno will not be liable for any damages that occur from excavations based on the results of this SUE effort. Due caution should be used when performing any subsurface excavation based on results from this SUE effort. Client understands and agrees that any action the client may take based on the data and information supplied hereunder shall be at client's own responsibility and sole risk.

*Permits and Fees are not included in this estimate. If pavement restoration for test holes performed is beyond the industry standard asphalt cold patch or concrete, Cardno will provide a separate estimate to the client to cover these out of scope expenses.

Mr. Juan E. Jimenez, P.E.
August 8, 2014

Again, we appreciate the opportunity to provide our SUE services for Kimley-Horn. Please call me directly at 954.938.9389 ext. 207, if you have any questions or comments. We look forward to beginning work on this project upon receiving your authorization to proceed.

Sincerely,



Mark R. Sowers, PSM
Director
for Cardno
Direct Line 954.938.9389
Email: mark.sowers@cardno.com