



July 16, 2020

Mr. Vernal Sibble, 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:
Design and Construction Administration Services for Backup Electrical Power
Generators for Sewer Lift Stations E-03, E-06 and Stormwater Pump Station SW-08
City Project No. 20-8532**

Dear Mr. Sibble:

Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn"), is pleased to submit this letter agreement (the "Agreement") 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").

PROJECT UNDERSTANDING

- 1) As approved by FEMA and the Florida Department of Emergency Management (FDEM), the City has obtained funding through the Federal Hazard Mitigation Grants Program to provide protection to several critical sanitary and stormwater lift stations by furnishing and installing emergency backup generators.
- 2) The City has identified the following three lift stations as critical facilities to receive emergency generators:

Lift Station	Address / Location	Type
E-03	804 S. Ocean Dr., Hollywood, Florida 33019	Sanitary
E-06	1350 Funston Street, Hollywood, Florida 33019	Sanitary
SW-08	30'x50' easement at the SW corner of Parcel No. 514223080460	Stormwater

- 3) Property maps for the three lift stations are included in Attachment 1.
- 4) The generators will also include systems to automatically switch from electric utility service to the generators for the purpose of maintaining continuous operation of the lift stations in the event of electric service interruption.
- 5) Reinforced concrete foundations will be required to support the generators and fuel tanks.
- 6) The generators shall be protected from a 500-year storm event by installing them so that the bottoms of the generators are set above the 500-year flood stage. The 500-year flood elevation for each site shall be provided to the Consultant by the City.
- 7) Generators shall be provided from the manufacturers with enclosures meeting the local, county and state wind load requirements.

- 8) Notwithstanding the terms of item (20).b of the “Federally Funded Subaward and Grant Agreement”, invoices shall be submitted by the Consultant monthly and payable in accordance with this Letter Agreement.
- 9) The general Scope of Services includes surveying, soil testing, underground utility location, analysis and design, preparation of construction documents, regulatory assistance, assistance during the public bid and award phase of the construction contract, and limited construction phase services.

PROJECT ASSUMPTIONS

- 1) This fee proposal was prepared based on the assumption that all services and deliverables under this Scope of Services would be provided continuously and concurrently for all three subject lift stations, submitted under a single permit package, bid and constructed as a single contract. All project deliverables, services, fees and costs will be clearly identified separately for each individual lift station in accordance with FEMA reporting requirements.
- 2) This Scope of Services excludes design of new lift stations, upgrades to existing lift stations, and any other improvements unrelated to the proposed generators and fuel tanks.
- 3) Changes to Pump Control Panel and telemetry will constitute a change in scope with additional design costs negotiated with Client.
- 4) Kimley-Horn shall be entitled to rely on the accuracy of record drawings and other information provided by the Client without the need for further verification.
- 5) All work will be limited to the area within the existing lift station legal property/easement boundaries. No work within public right-of-way or on private property is anticipated, and if required, may need to be performed as an additional service.
- 6) Lift Station SW-08 is located within an existing recorded easement legally dedicated to the Client. A copy of the easement documents was provided by the City for use in delineating the Project limits.
- 7) Assistance with right-of-way/easement title searches and/or acquisition is not included in this Scope of Services.
- 8) Plans for maintenance of traffic (MOT) during construction will be prepared by the contractor and are not included in this Scope of Services.
- 9) Services related to contamination or natural resources assessments were not requested by the City for this Project.
- 10) Public meetings, public involvement/information and consensus-building services are not included but may be performed as an additional service.
- 11) It is assumed that the generator sites will be accessible to truck mounted drilling equipment.
- 12) Building Permit and other approval fees will be paid directly by the Client.
- 13) Any required relocations/adjustments of existing utilities or structures required to accommodate the proposed generators, fuel tanks and/or foundations are unknown at this time. If required, this may be performed as an additional service.
- 14) Client will provide to Kimley-Horn any available as-built drawings of existing utilities, along with the latest design specifications and standard details for use on the Project.
- 15) The Client will provide a fulltime staff field inspector during construction. Kimley-Horn will attend periodic (monthly) site visits to observe the progress of construction and that the work is in substantial conformance with approved plans and specifications.

- 16) The project may or may not require services related to archaeological, cultural and historic resources. A fee proposal for these services is provided herein, which the city could authorize if needed.

SCOPE OF SERVICES

Task 1 – Geotechnical Exploration

Geotechnical services for the Project will be provided by Nutting Engineers of Florida, Inc., as sub-consultants to Kimley-Horn. The sub-consultant fee proposal for geotechnical testing is included in “Attachment 2”.

Standard Penetration Test (SPT) borings shall be performed in general accordance with ASTM D-1586 specifications to depths between 25 and 50 feet within the areas of the proposed generators. The geotechnical report shall include at minimum the following:

- Presumed loads
- Foundation recommendations (shallow – minimum footing width and allowable bearing pressure; deep – three different pile sizes and corresponding lateral, compressive, and tension capacities)
- Slab on grade recommendations
- Compaction requirements
- Soil properties including classifications, unit weight, angle of friction, friction coefficient
- Modulus of subgrade reaction
- Soil boring profiles indicating water elevation, soil type and elevation, N values per soil type, and blow counts per soil type.”

Deliverables:

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

Task 2 – Topographic Boundary Surveys

Surveying services for the Project will be provided by Gibbs Land Surveyors as sub-consultants to Kimley-Horn. The sub-consultant fee proposal for surveying is included in “Attachment 2”.

2.1 - Boundary and Topographic Survey - Topographic boundary surveys will be performed for each lift station property, including two bench marks with respective elevations per lift station site, grade elevations, above ground improvements, structures and specific elevations at the Finish Floor and generator base or slab.

2.2 - Elevation Certificate – Provide FEMA Elevation Certificate to certify the generator floor elevation.

Deliverables:

- Two signed/sealed hardcopies and AutoCAD (.dwg) file of topographic route survey
- Signed/sealed copies of elevation certificate as required by FEMA.

Task 3 – Subsurface Utility Exploration (SUE)

Subsurface Utility Exploration (SUE) services for the Project will be provided by T2 Utility Engineers (formerly Cardno) as sub-consultants to Kimley-Horn. The sub-consultant fee proposal for SUE is included in “Attachment 2”.

3.1 – Utility Designating, ASCE Standard 38-02, Quality Level B - Single and multi-frequency electromagnetic induction (pipe and cable locators) as well as conventional Ground Penetrating Radar (GPR) and Multi-Channel Ground Penetrating Radar (MCGPR) will be employed to designate utilities within the above described project limits. By using several geophysical techniques, T2 will attempt to identify the approximate horizontal location of specified conductive and non-conductive utilities within the areas of investigation. Designated utility locations will be marked/painted and/or flagged on the existing ground surface showing their interpreted, approximate locations. It shall be noted that the use of surface geophysical prospecting techniques and equipment does not guarantee that the entirety of the utilities will be identified. Survey location and mapping of the identified, designated underground facilities will be provided.

3.2 - Vacuum Excavation, ASCE Standard 38-02, Quality Level A – If additional accuracy of underground utility locations is required, vacuum excavation equipment will be used to perform minimally intrusive excavations at selected locations. Vacuum excavation methods will enable the visualization of the utility in question to a higher degree of certainty. Vacuum test holes will be provided based on the following conditions and limitations:

- 1) Every effort will be made to vacuum excavate to a depth of eight feet below existing grade using high pressure air methods. Utilities deeper than 8 feet may not be found.
- 2) Vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill.
- 3) An allowance of five (5) test holes per lift station (total of 15) is included in the fee provided. The recommended number of test holes will be presented to the Client at completion of Task 3.1.
- 4) The \$600 fee per test hole shown on the fee proposal requires a minimum of five (5) test holes.
- 5) Sunshine 811 will be notified two full business days in advance of excavation.
- 6) Conductive utilities will be marked by inductive methods utilizing electromagnetic geophysical prospecting equipment.
- 7) Known non-conductive utilities will be marked utilizing 2-D Radar (GPR). Aerial facilities are not included for this project.
- 8) Test-hole sheets will include pictures of the test hole, the size and material type of each exposed underground pipe or cable, the horizontal location of the top of each exposed pipe or cable and the elevation of the top of each exposed pipe or cable.

Deliverables:

- Paint marks and/or flags identifying the approximate horizontal position of the underground utilities detected within the project limits
- Field sketch of the utility investigation results
- Signed and sealed survey report outlining the process, intended use and relative accuracies of the utility investigations (if no vacuum digs are performed)
- Digital CAD files with geo-referenced MCGPR data slices at requested depths.

- A signed and sealed survey report, test-hole sheets for each exposed utility, and digital CAD files of the utility designations including the test-hole information (if vacuum digs are performed).

Task 4 – Electrical and Controls Engineering and Design

Electrical and controls engineering and design services for the Project will be provided by McKim & Creed as sub-consultants to Kimley-Horn. The sub-consultant fee proposal for electrical and controls engineering is included in “Attachment 2”.

4.1 - Electrical and Controls Engineering – Design services for the proposed generator upgrades will be provided in conformance with NFPA 820. The work under this scope includes the following tasks:

- 1) Perform site visit and Kick-Off Meeting with Client and the City at site or choice of meeting location.
- 2) Attend progress meetings via conference call with Client and City
- 3) Attend a total of two (2) in-person submittal review meetings
- 4) Attend periodic conference calls and correspondence with Client's project management and design team members.
- 5) Prepare design drawings and specifications for electrical and controls design to add generators for the three lift stations. Coordination of generator signals to existing remote telemetry communication equipment.
- 6) Design task will include the following services:
 - a. Coordination with electric utility (FP&L) for changes and additions to standby power.
 - b. Changes to main disconnect and automatic transfer system (ATS)
 - c. Upgrades to grounding and lightning arrestor systems.
 - d. Ancillary electrical components including lighting.
 - e. Permanent standby power generator(s) and fuel systems with minimum fuel capacity for 72 hours.
 - f. Sound attenuated enclosure (73dBA @ 21') and critical muffler. Design shall comply with City Ordinance Title IX Chapter 100: Noise
 - g. Prepare drawings for permit and construction bid submittal, with diagrams and details for electrical and controls components.
 - h. Telemetry to each lift station is assumed to be in place. Design will be based and coordinated around existing City telemetry system. New technologies are not part of the design without additional design costs.

4.2 – Electrical Services During Permitting – The electrical engineer will respond to electrical review comments from the City of Hollywood Building Department.

4.3 – Electrical Services During Bid and Award Phase – Bid phase services will include responding in writing to bidder's questions.

4.4 - Electrical Services During Construction – Electrical services during construction will include the following:

- 1) Review shop drawing submittals received from contractor
- 2) Review requests for information (RFIs) received from contractor
- 3) Construction observation (one site visit per lift station)
- 4) Final commissioning (one site visit per lift station)

- 5) Arcflash Study shall be performed prior to startup per NFPA 70E. Study shall encompass new equipment to the ATS level. Existing equipment downstream of ATS will not be part of this study unless requested and can be performed at an additional cost. Labels are included with the study to be installed on equipment.

Deliverables:

- Prepare 60% plans and technical specifications.
- Prepare 60% opinion of probable construction cost for electrical & instrumentation improvements.
- Prepare 100% plans and technical specifications.
- Prepare 100% opinion of probable construction cost for electrical & instrumentation improvements.
- Prepare bid documents of plans and technical specifications.
- Arcflash Study

Task 5 - Structural Engineering and Design Services

5.1 – Structural Design and Construction Documents - During this phase of the Project, Kimley-Horn will perform the following services:

- 1) Review signed and sealed geotechnical report with soil properties and foundation recommendations.
- 2) Perform stability analysis (gravity and lateral loads) for the generator support.
- 3) Design generator support framing and foundation.
- 4) Designate elements to be designed by a delegated engineer such as generator enclosure, steel stairs (if required), and railings (if required). Specify type of element and position within the structural system. Specify the structural design criteria for the delegate engineer's design. Specify required submittals from the delegated engineer for the design team review.
- 5) Prepare Construction Documents sufficient to submit for permit, utilizing AutoCAD illustrating details necessary to construct the primary structural system, including:
 - a. Typical details and structural notes
 - b. Foundation plan
 - c. Floor framing plans (if required)
 - d. Foundation schedule and details
 - e. Column schedule and details (if required)
 - f. Framing schedules and details (if required)
 - g. Connection details
- 6) Perform internal quality control checking and coordination of the structural documents.
- 7) Submit a progress set (60% CDs) to the Client and respond to one (1) set of client review comments.

5.2 – Permitting and Bidding Services -

- 1) Submit construction documents for permit and respond to a maximum of two (2) rounds of building department review comments.
- 2) Respond up to three (3) bidder request for information.
- 3) Assist the City of Hollywood in evaluating structural pay items and contractor qualifications.

5.3 – Limited Construction Phase Services

- 4) Attend one (1) preconstruction meeting at the City of Hollywood or site.
- 5) Perform one (1) site visit during construction, one (1) substantial completion site visit, and final site visit; total of three (3) site visits.
- 6) Review submittals pertaining to items designed by Kimley-Horn as the structural engineer of record.
- 7) Perform limited review of submittals pertaining to elements not part of the primary structural system, including elements designed by delegated engineer's or others. Review will be limited to determination of conformance to the design criteria listed within the Structural Construction Documents and that the submittal bears the appropriate professional seals. Maximum of two (2) rounds of reviews per submittal. We anticipate a maximum of two (2) submittals.
- 8) Provide interpretation of Structural Construction Documents by responding to Contractor's requests for information (RFI's). We will respond to a maximum of three (3) RFIs.
- 9) Review reports from testing and inspection agencies for conformance with the Structural Construction Documents. Initiate appropriate action in response to those reports, if required.

Task 6 - Site Civil Engineering Services

6.1 – Site Investigation and Utility Coordination - During this phase of the Project, Kimley-Horn will perform the following services:

- 1) Attend kick-off meeting and site visits with City of Hollywood Department of Public Utilities Engineering and Construction Services Division (ECSD) staff to define requirements and establish goals for the Project, discuss schedule, reporting and other FEMA requirements, take photographs of each Project site and make notes regarding existing conditions that may not be evident from the survey.
- 2) Coordinate and manage the scopes of work and schedules for all sub-consultants.
- 3) Coordinate scopes of work and submittals schedules with Electrical and Structural Engineers.
- 4) Kimley-Horn will meet with agencies having jurisdiction over the project to discuss design and construction criteria and regulatory requirements.
- 5) Provide a Project schedule from pre-design through permitting to ECSD.
- 6) Request utility design ticket from Sunshine One-call, 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 three Project sites. Catalog any utility record drawings and responses received from utility companies and track in a utility matrix.
- 7) Prepare a permit tracking matrix with agency names, permit types, permit/approval numbers and anticipated issue dates.
- 8) As the CAD file for each topographic boundary survey is completed, Kimley-Horn will overlay the "best available" locations of existing underground utilities on the survey CAD file and create a base map to be provided to all sub-consultants.
- 9) Kimley-Horn will coordinate with the Client and SUE engineer to identify any existing underground utilities for which as-built locations are not sufficiently clear and may need to be vacuum excavated. The SUE engineer will update the Project base maps with any vacuum excavation information collected.

Deliverables:

- CAD file of Project base map consisting of topographic boundary survey with “best available” underground utility information overlaid.
- Copy of Utility Matrix
- Copy of Permit Matrix
- Preliminary Project schedule

6.2 – 60% and 90% Site Civil Construction Drawings - Using the updated Project base map from Task 6.1, Kimley-Horn will prepare the following drawings:

- 1) Prepare a Site Clearing and Removals Plan as needed to include removals of existing generators, fuel tanks, concrete slabs, foundations, containment, chain-link fencing and other site features required to accommodate the proposed transformers and fuel tanks. Details for removal of the generators and fuel tanks to be provided by Electrical Engineer under Task 4.
- 2) Prepare Erosion Control and Sedimentation Plans, Notes and Details in accordance with the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities (Rule 62-621.300(4), F.A.C.)
- 3) Kimley-Horn will update the Project schedule, prepare an engineer’s opinion of probable construction costs for proposed improvements, and submit these along with the 60% Construction Drawings to Client for review and comment.
- 4) Kimley-Horn will address and respond to Client comments, and upgrade the drawings to 90% Construction Drawings.
- 5) Kimley-Horn will attend up to two meetings with ECSD staff during this phase.

Deliverables

- Two signed/sealed sets of the 60% and 90% construction drawings in 24”x36” or 11”x17” hardcopy format
- Updated Project schedule
- Updated Engineer’s Opinion of Probable Construction Cost for the proposed improvements.

6.3 – Regulatory Assistance - Kimley-Horn will assist the Client by preparing permit applications, coordinating with the Client for execution and subsequent submittals along with supporting documents and plans for review to the following regulatory agencies:

- City of Hollywood Building Department
 - Broward County Environmental Protection and Growth Management
- 1) Kimley-Horn will submit the 100% construction drawings, permit applications and other supporting documentation to the regulatory agencies listed above for review and approval.
 - 2) Upon receiving review comments from the above agencies, Kimley-Horn will begin addressing and, if required, incorporate these as revisions to the plans, thereby updating them to conformed contract drawings.

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.

6.4 - Contract and Bid Documents Phase - During this phase of the project Kimley-Horn will perform the following services:

- 1) Using the latest engineer's opinion of probable construction costs, Kimley-Horn will prepare a list of contract pay items for the bid, perform quantity take-offs based on the identified pay items, and develop a proposal bid form.
- 2) Request the City's latest standard technical specifications, standard details and "front-end" documents 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.
- 3) Provide a draft copy of the bid document to the City for review and comment.
- 4) Attend one meeting with ECSD staff to discuss the draft bid document, proposed bidding dates and other bid criteria, and go over the City's review comments.
- 5) Once comments are received from the City, the Consultant will address one round of reasonable comments, format the document and prepare a final bid/contract document which will be uploaded to the City's website for advertisement of the construction project.
- 6) After the project is publicly advertised, the Consultant will provide the following services:
 - a. Attend one pre-bid conference with potential bidders and City staff to present the project, address questions and comments. Prior to the pre-bid conference the Consultant will provide a meeting agenda. During the meeting the Consultant will take notes for incorporation in upcoming addenda or meeting minutes.
 - b. Respond in writing to reasonable technical questions from qualified bidders and issue bid addenda, if required for clarification.
 - c. Attend bid opening meeting.
 - d. 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

- Two hardcopy originals and electronic copy (MS Word) of the final bid/contract document.
- Copies of bid tabulations

6.5 – Limited Construction Phase Services – It is assumed that the construction period will be no more than six (8) months from the Contractor's receipt of NTP, including the lead time for procurement of the equipment. 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 materials and products to be used in the project for conformance with the contract and specifications.
- 3) Respond in writing to requests for information (RFI) or clarification from the contractor.
- 4) Attend monthly progress meeting with ECSD and Contractor, prepare agendas and minutes
- 5) Visit the site monthly during construction of the proposed generator installations and prepare site observation reports.

- 6) 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.
- 7) Attend final site walk-through to confirm that corrective punch-list items were addressed to the satisfaction of the Engineer.
- 8) Review as-built drawings and other documents provided by the contractor for conformance with the contract documents.
- 9) Prepare final Engineer's Certification of Completion for the system.

Task 7 – Archaeological, Historical and Cultural Reconnaissance and Report

A desktop cultural resource summary report will be conducted for the three City of Hollywood Generator parcels. This assessment will be implemented to provide information about known sites within the project parcels, and to determine the likelihood of unrecorded cultural resources within the project parcels. This assessment meets requirements for Federal and State reviewing agencies. A scope of work is provided below:

7.1 - Literature and Archival Review (Estimated 5 Days)

A review of pertinent records, maps, and aerial photographs will be conducted to determine if any previously recorded archaeological and/or historical sites occur on the parcel.

7.2 - Field Visit

Each of the three parcels will be visited, and a determination made whether any historic sites might occur.

7.3 - Report Preparation

A written report will be provided within 15 business days following completion of the archival review and will include a description of methodology, results, and recommendations.

Deliverables

- Two bound copies and one CD of the report will be provided.

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) Separating the three lift station improvements into separate permit packages, bid packages or construction contracts, or phasing the work
- 2) Review of contractor payment applications
- 3) Fulltime field representation
- 4) Assistance with acquisitions of easements and/or R/W
- 5) Hydraulic modeling

- 6) Maintenance of traffic (MOT) plans
- 7) Public information services and advertisement of public meetings
- 8) Preparation of board-mounted exhibits and renderings for presentations and public meetings
- 9) Relocations/modifications of existing utilities other than existing water mains in the project area
- 10) Roadway and off-site improvements
- 11) Design of sanitary sewer lift stations
- 12) Meetings in excess of those described in the above tasks
- 13) Basis of Design Report (BODR), feasibility and/or route studies
- 14) Dewatering plans
- 15) Permitting through agencies other than identified in this Scope of Services
- 16) Changes in proposed Project extents
- 17) Review of applications for progress payments from the contractor
- 18) Any other services not specifically listed in the above Tasks

TO BE PROVIDED BY CITY

- 1) Utility Atlases and Record ("as-built") Drawings of all City-owned underground utilities within and/or abutting the Project Limits.
- 2) Utility easement documentation, copies of property deeds and as-builts of each lift station.
- 3) Final design documents and specifications for each lift station
- 4) Any available equipment documentation for the lift stations
- 5) Permit application fees (as required)
- 6) Current technical specifications and "front-end" bid documents in MS Word (.doc) format

PROJECT SCHEDULE

The following preliminary schedule begins after receiving a written Authorization to Proceed (ATP) and includes certain assumptions about the durations of City staff processes as indicated below:

Task Description	Duration
Design through 90% Design, including Survey, Geotech, SUE and Archaeological. 2-week review times for City staff were assumed at both 60% and 90% design	6 months from issuance of ATP
Permitting	3 to 4 months after completion of design
100% Design (includes bid document)	30 – 45 calendar days after completion of permitting
Procurement of Construction Contract	Assumed 90 calendar days (dependent on City staff)
Construction Phase	Assumed 7 – 8 months after Contractor NTP

FEE AND BILLING

Kimley-Horn will perform the services in Tasks 1 - 7 for the total lump sum labor fees shown in the following tables. In addition to the lump sum labor fee, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at actual cost. All permitting, application, and similar project fees will be paid directly by the Client.

Lump Sum Fees – Lift Station E-03

Task No.	Description	Lump Sum Fee
1	Geotechnical Exploration	\$2,450.00
2	Topographic Boundary Survey	\$2,500.00
3	Subsurface Utility Exploration (SUE):	
	3.1 – Utility Designation, ASCE Standard 38-02, Quality Level B	\$2,750.00
	3.2 – Vacuum Excavation, ASCE Standard 38-02, Quality Level A	\$3,000.00
4	Electrical and Controls Engineering and Design	\$17,437.00
5	Structural Engineering and Design Services:	
	5.1 - Structural Design and Construction Documents	\$1,667.00
	5.2 – Permitting and Bidding Services	\$833.00
	5.3 – Limited Construction Phase Services	\$1,500.00
6	Site Civil Engineering Services:	
	6.1 – Site Investigation and Utility Coordination	\$3,450.00
	6.2 – 60% and 90% Site Civil Construction Documents	\$4,200.00
	6.3 – Site Civil Regulatory Assistance	\$2,700.00
	6.4 – Site Civil Contract and Bid Document Phase	\$6,100.00
	6.5 - Site Civil Limited Construction Phase Services	\$8,700.00
7	Archaeological, Historical and Cultural Reconnaissance and Report:	
	7.1 – Literature and Archival Report	\$500.00
	7.2 – Field Visit	\$500.00
	7.3 - Report Preparation	\$1,500.00
Total Lump Sum Fee		\$59,787.00

Lump Sum Fees – Lift Station E-06

Task No.	Description	Lump Sum Fee
1	Geotechnical Exploration	\$2,450.00
2	Topographic Boundary Survey	\$2,200.00
3	Subsurface Utility Exploration (SUE):	
	3.1 – Utility Designation, ASCE Standard 38-02, Quality Level B	\$2,750.00
	3.2 – Vacuum Excavation, ASCE Standard 38-02, Quality Level A	\$3,000.00
4	Electrical and Controls Engineering and Design	\$17,437.00
5	Structural Engineering and Design Services:	
	5.1 - Structural Design and Construction Documents	\$1,667.00
	5.2 – Permitting and Bidding Services	\$833.00
	5.3 – Limited Construction Phase Services	\$1,500.00
6	Site Civil Engineering Services:	
	6.1 – Site Investigation and Utility Coordination	\$3,450.00
	6.2 – 60% and 90% Site Civil Construction Documents	\$4,200.00
	6.3 – Site Civil Regulatory Assistance	\$2,700.00
	6.4 – Site Civil Contract and Bid Document Phase	\$6,100.00
	6.5 – Site Civil Limited Construction Phase Services	\$8,700.00
7	Archaeological, Historical and Cultural Reconnaissance and Report:	
	7.1 – Literature and Archival Report	\$500.00
	7.2 – Field Visit	\$500.00
	7.3 - Report Preparation	\$1,500.00
Total Lump Sum Fee		\$59,487.00

Lump Sum Fees – Lift Station SW-08

Task No.	Description	Lump Sum Fee
1	Geotechnical Exploration	\$2,450.00
2	Topographic Boundary Survey	\$2,800.00
3	Subsurface Utility Exploration (SUE):	
	3.1 – Utility Designation, ASCE Standard 38-02, Quality Level B	\$2,750.00
	3.2 – Vacuum Excavation, ASCE Standard 38-02, Quality Level A	\$3,000.00
4	Electrical and Controls Engineering and Design	\$17,437.00
5	Structural Engineering and Design Services:	
	5.1 - Structural Design and Construction Documents	\$1,667.00
	5.2 – Permitting and Bidding Services	\$833.00
	5.3 – Limited Construction Phase Services	\$1,500.00
6	Site Civil Engineering Services:	
	6.1 – Site Investigation and Utility Coordination	\$3,450.00
	6.2 – 60% and 90% Site Civil Construction Documents	\$4,200.00
	6.3 – Site Civil Regulatory Assistance	\$2,700.00
	6.4 – Site Civil Contract and Bid Document Phase	\$6,100.00
	6.5 – Site Civil Limited Construction Phase Services	\$8,700.00
7	Archaeological, Historical and Cultural Reconnaissance and Report:	
	7.1 – Literature and Archival Report	\$500.00
	7.2 – Field Visit	\$500.00
	7.3 - Report Preparation	\$1,500.00
Total Lump Sum Fee		\$60,087.00

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Reimbursable expenses will be invoiced based upon expenses incurred. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE


In addition to the matters and specific scope of services set forth herein, our Agreement shall include and be subject to the “Federally Funded Subaward and Grant Agreement” between FEMA and the City of Hollywood, and the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to the City of Hollywood Department of Public Utilities.

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully executed Authorization to Proceed. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate this opportunity to submit a letter agreement. Please contact Juan Jimenez at (305) 535-7784 if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.



Jorge L. Fernandez, P.E.
Vice-President



Juan E. Jimenez, P.E.
Project Manager / Associate

Agreed to this _____ day of _____, 2020.

CITY OF HOLLYWOOD
A Municipality

(Print or Type Name and Title)

(Email Address)

_____, Witness

(Print or Type Name)

Official Seal:

**KIMLEY-HORN AND ASSOCIATES, INC.
STANDARD PROVISIONS**

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this

Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

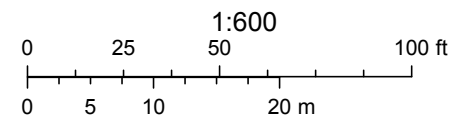
(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ATTACHMENT 1

PROJECT MAPS



January 7, 2020

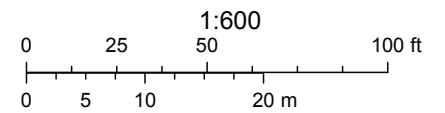


Property Id: 514223040190

**Please see map disclaimer



January 7, 2020



**SW-08 site
and driveway**



S 14th Ave

S 14th Ave S 14th Ave

Moffett St

Moffett St Moffett St

NE 14th A

Google

ATTACHMENT 2

SUB-CONSULTANT FEE PROPOSALS

July 16, 2020

Kimley-Horn

Attn: Mr. Juan Jimenez, PE

355 Alhambra Circle/ Ste. 1400

Miami, FL 33134

Phone: 305.673.2025/ Cell: 786.368.5365/ Email: juan.jimenez@kimley-horn.com

Palm Beach County SBE

SFWMD SBE

*Small Business Administration SBE
for Federal Projects*

Re: Proposal/Agreement for Geotechnical Exploration Services
Sanitary Sewer Lift Station E-03
804 S. Ocean Drive
Hollywood, FL 33019

Dear Mr. Jimenez:

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

Per your email dated January 14, 2020, we understand that plans for this project the "installation of an emergency system to reduce and/ or mitigate the damage that might otherwise occur from severe weather or other hazards." As part of this project, the City is installing a permanent generator with fuel tank at the referenced site. At the time of this proposal a site plan was not available; however, we anticipate receiving one prior to the initiation of on-site activities. 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 propose to perform one Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 40 - 50 feet in the area of the proposed generator.

You have requested "the geotechnical report shall include at minimum the following:

- Presumed loads
- Foundation recommendations (shallow – minimum footing width and allowable bearing pressure; deep – three different pile sizes and corresponding lateral, compressive, and tension capacities)
- Slab on grade recommendations
- Compaction requirements
- Soil properties including classifications, unit weight, angle of friction, friction coefficient
- Modulus of subgrade reaction
- Soil boring profiles indicating water elevation, soil type and elevation, N values per soil type, and blow counts per soil type."

We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$2,450.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$625.00 (min)
Casing	Lump Sum	\$150.00
Soil classification/ laboratory analysis	Lump Sum	\$100.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$125.00
Clerical/ Admin. for report preparation	Lump Sum	\$50.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

Construction Materials Testing (as may be required):

Pile monitoring - \$65.00/hour
Proctors - \$150.00/test
Density tests - \$30.00/test (5 min/trip)
Concrete cylinders - \$85.00/set
Trip charge - \$50.00/ea. (if required)
Bearing capacity completion letter - \$150.00
Clerical/ Admin. - \$50.00/hour
Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast 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. Another value-added component NE brings to your project is our staff of experienced professionals including 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 is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

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

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

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. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

Sanitary Sewer LS E-03 Kimley Horn 804 S Ocean Dr Hollywood geo 1-15-2020

General 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. ("NE"), 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, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

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. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE 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 completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE 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 NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE 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, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

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., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE 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 NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE 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 NE 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.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

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. NE 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.

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. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE 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 - NE 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, NE should be notified in writing immediately upon discovery. NE 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 NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE 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 NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: **Connie Gworek – Business Development Associate**

Sanitary Sewer LS E-03 Kimley Horn 804 S Ocean Dr Hollywood geo 1-15-2020

July 16, 2020

Kimley-Horn

Attn: Mr. Juan Jimenez, PE

355 Alhambra Circle/ Ste. 1400

Miami, FL 33134

Phone: 305.673.2025/ Cell: 786.368.5365/ Email: juan.jimenez@kimley-horn.com

Palm Beach County SBE

SFWMD SBE

*Small Business Administration SBE
for Federal Projects*

Re: Proposal/Agreement for Geotechnical Exploration Services
Sanitary Sewer Lift Station E-06
1350 Funston Street
Hollywood, FL 33019

Dear Mr. Jimenez:

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

Per your email dated January 14, 2020, we understand that plans for this project the "installation of an emergency system to reduce and/ or mitigate the damage that might otherwise occur from severe weather or other hazards." As part of this project, the City is installing a permanent generator with fuel tank at the referenced site. At the time of this proposal a site plan was not available; however, we anticipate receiving one prior to the initiation of on-site activities. 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 propose to perform two Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 25 feet in the area of the proposed generator.

You have requested "the geotechnical report shall include at minimum the following:

- Presumed loads
- Foundation recommendations (shallow – minimum footing width and allowable bearing pressure; deep – three different pile sizes and corresponding lateral, compressive, and tension capacities)
- Slab on grade recommendations
- Compaction requirements
- Soil properties including classifications, unit weight, angle of friction, friction coefficient
- Modulus of subgrade reaction
- Soil boring profiles indicating water elevation, soil type and elevation, N values per soil type, and blow counts per soil type."

We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$2,450.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$625.00 (min)
Casing	Lump Sum	\$150.00
Soil classification/ laboratory analysis	Lump Sum	\$100.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$125.00
Clerical/ Admin. for report preparation	Lump Sum	\$50.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

Construction Materials Testing (as may be required):

Pile monitoring - \$65.00/hour
Proctors - \$150.00/test
Density tests - \$30.00/test (5 min/trip)
Concrete cylinders - \$85.00/set
Trip charge - \$50.00/ea. (if required)
Bearing capacity completion letter - \$150.00
Clerical/ Admin. - \$50.00/hour
Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast 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. Another value-added component NE brings to your project is our staff of experienced professionals including 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 is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

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

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

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. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

Sanitary Sewer LS E-06 Kimley Horn 1350 Funston St Hollywood geo 1-15-2020

General 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. ("NE"), 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, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

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. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE 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 completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE 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 NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE 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, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

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., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE 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 NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE 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 NE 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.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

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. NE 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.

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. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE 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 - NE 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, NE should be notified in writing immediately upon discovery. NE 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 NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE 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 NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: **Connie Gworek – Business Development Associate**

Sanitary Sewer LS E-06 Kimley Horn 1350 Funston St Hollywood geo 1-15-2020

July 16, 2020

Kimley-Horn

Attn: Mr. Juan Jimenez, PE

355 Alhambra Circle/ Ste. 1400

Miami, FL 33134

Phone: 305.673.2025/ Cell: 786.368.5365/ Email: juan.jimenez@kimley-horn.com

Palm Beach County SBE

SFWMD SBE

Small Business Administration SBE

for Federal Projects

Re: Proposal/Agreement for Geotechnical Exploration Services
Storm Water Lift Station SW-08
SE corner of 1601 S. 14th Avenue
Hollywood, FL 33019

Dear Mr. Jimenez:

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

Per your email dated January 14, 2020, we understand that plans for this project the "installation of an emergency system to reduce and/ or mitigate the damage that might otherwise occur from severe weather or other hazards." As part of this project, the City is installing a permanent generator with fuel tank at the referenced site. At the time of this proposal a site plan was not available; however, we anticipate receiving one prior to the initiation of on-site activities. 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 propose to perform two Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 25 feet in the area of the proposed generator.

You have requested "the geotechnical report shall include at minimum the following:

- Presumed loads
- Foundation recommendations (shallow – minimum footing width and allowable bearing pressure; deep – three different pile sizes and corresponding lateral, compressive, and tension capacities)
- Slab on grade recommendations
- Compaction requirements
- Soil properties including classifications, unit weight, angle of friction, friction coefficient
- Modulus of subgrade reaction
- Soil boring profiles indicating water elevation, soil type and elevation, N values per soil type, and blow counts per soil type."

We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

FEE SCHEDULE

The above-indicated scope of work will be performed for an estimated cost of \$2,450.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$150.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$625.00 (min)
Casing	Lump Sum	\$150.00
Soil classification/ laboratory analysis	Lump Sum	\$100.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$125.00
Clerical/ Admin. for report preparation	Lump Sum	\$50.00

*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

Additional requested and authorized services beyond those described above will be provided at customary unit rates with expenses at cost +20%.

Construction Materials Testing (as may be required):

Pile monitoring - \$65.00/hour
Proctors - \$150.00/test
Density tests - \$30.00/test (5 min/trip)
Concrete cylinders - \$85.00/set
Trip charge - \$50.00/ea. (if required)
Bearing capacity completion letter - \$150.00
Clerical/ Admin. - \$50.00/hour
Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately one business day to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast 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. Another value-added component NE brings to your project is our staff of experienced professionals including 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 is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

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

Richard C. Wohlfarth, P.E.
Principal/ Director of Engineering

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. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:

SIGNATURE: _____ DATE: _____

PRINT NAME: _____ TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

PHONE: _____ FAX: _____

EMAIL: _____

Storm Water LS SW-08 Kimley Horn SEC of 1601 S 14 Ave Hollywood geo 1-15-2020

General 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. ("NE"), 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, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

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. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE 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 completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

Insurance – NE 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 NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE 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, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

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., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

Warranty and Limitation of Liability - NE 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 NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE 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 NE 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.

PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.

Indemnification – Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

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. NE 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.

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. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

Force Majeure - NE 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 - NE 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, NE should be notified in writing immediately upon discovery. NE 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 NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE 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 NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: **Connie Gworek – Business Development Associate**

Storm Water LS SW-08 Kimley Horn SEC of 1601 S 14 Ave Hollywood geo 1-15-2020

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

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

SSEELEY@GIBBSLANDSURVEYORS.COM

July 16, 2020

Juan E. Jimenez, P.E.
Kimley-Horn
355 Alhambra Circle, Suite 1400
Miami, FL 33134

RE: **City of Hollywood – Generator upgrades – Survey Services**

Dear Mr. Jimenez:

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

LIMITS OF WORK

Lift Stations E-06 – 1350 Funston Street

SCOPE OF WORK

1. Perform a Boundary and Topographic Survey. Provide random elevations, above ground improvements, structures and specific elevations at the Finish Floor and generator base or slab.
2. Provide FEMA Elevation Certificate to certify the generator floor elevation.

The above SCOPE OF WORK will be performed for a fee of **\$2,200.00**

Any additional surveying if requested, will be performed at the following hourly rates:

Principal	\$125.00/hour
Survey Crew Supervisor	85.00/hour
Field Crew	\$100.00/hour
Cad Drafter - Survey Technician	85.00/hour
Secretary	35.00/hour

Sincerely,



Stephen K. Seeley (for the firm)

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

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

SSEELEY@GIBBSLANDSURVEYORS.COM

July 16, 2020

Juan E. Jimenez, P.E.
Kimley-Horn
355 Alhambra Circle, Suite 1400
Miami, FL 33134

RE: **City of Hollywood – Generator upgrades – Survey Services**

Dear Mr. Jimenez:

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

LIMITS OF WORK

Lift Stations E-03 – 804 South Ocean Drive

BASE SCOPE OF WORK

1. Perform a Boundary and Topographic Survey. Provide random elevations, above ground improvements, structures and specific elevations at the Finish Floor and generator base or slab.
2. Provide FEMA Elevation Certificate to certify the generator floor elevation.

The above SCOPE OF WORK will be performed for a fee of **\$2,500.00**

Any additional surveying if requested, will be performed at the following hourly rates:

Principal	\$125.00/hour
Survey Crew Supervisor	85.00/hour
Field Crew	\$100.00/hour
Cad Drafter - Survey Technician	85.00/hour
Secretary	35.00/hour

Sincerely,



Stephen K. Seeley (for the firm)

GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020

PHONE: 954-923-7666 FAX: 954-923-7668
SSEELEY@GIBBSLANDSURVEYORS.COM

July 16, 2020

Juan E. Jimenez, P.E.
Kimley-Horn
355 Alhambra Circle, Suite 1400
Miami, FL 33134

RE: **City of Hollywood – Generator upgrades – Survey Services**

Dear Mr. Jimenez:

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

LIMITS OF WORK

Lift Station SW-08 – Near S 14th Avenue and Moffat Street.

SCOPE OF WORK

1. Perform a Boundary and Topographic Survey. Provide random elevations, above ground improvements, structures and specific elevations at the Finish Floor and generator base or slab.
2. Provide FEMA Elevation Certificate to certify the generator floor elevation.
3. Lift Station parcel description to be provided to the surveyor.

The above SCOPE OF WORK will be performed for a fee of **\$2,800.00**

Any additional surveying if requested, will be performed at the following hourly rates:

Principal	\$125.00/hour
Survey Crew Supervisor	85.00/hour
Field Crew	\$100.00/hour
Cad Drafter - Survey Technician	85.00/hour
Secretary	35.00/hour

Sincerely,



Stephen K. Seeley (for the firm)



July 16, 2020

Juan E. Jimenez, PE
Senior Project Manager
Kimley-Horn
355 Alhambra Circle
Suite 1400
Miami, FL 33134

T2 Utility Engineers

5670 Zip Drive
Fort Myers, FL, 33905
USA

Phone +1 239 277 0722
Fax +1 239 277 7179

Project: City of Hollywood, Lift Station Generators – Utility Investigations

www.T2ue.com

Dear Mr. Jimenez:

Thank you for your request for a proposal to provide utility investigations (SUE) for the referenced project. The following proposal is based on the site information and the project information that you have provided.

Assumptions:

- The overall project description is outlined on the attached Exhibit “A”.
- The site locations are shown on the attached Exhibits “1 through 3”.
- The approximate limits of the utility investigations are the areas outlined in red on Exhibits “1 through 3”.
- T2 will be provided any known utility records, schematics, etc. for each site.
- The field surveying of the onsite visible, above ground utilities will be provided by others. T2 will be provided copies of each site survey to facilitate the utility investigation. Two (2) bench marks and respective elevations will be provided on each site (from each site survey).
- T2 will provide the survey locations of any utility designations and test holes that are obtained.
- T2 will use the provided, onsite bench marks to tie each test hole obtained to the selected vertical datum.

Scope of Services:

Task 1 – Utility Designating, ASCE Standard 38-02, Quality Level B -

- T2 will employ single and multi-frequency electromagnetic induction (pipe and cable locators) as well as conventional Ground Penetrating Radar (GPR) and Multi-Channel Ground Penetrating Radar (MCGPR) to designate utilities within the above described project limits. By using several geophysical techniques, T2 will attempt to identify the approximate horizontal location of specified conductive and non-conductive utilities within the areas of investigation. Designated utility locations will be marked/painted and/or flagged on the existing ground surface showing their interpreted, approximate locations. It shall be noted that the use of surface geophysical prospecting techniques and equipment does not guarantee that the entirety of the utilities will be identified.
- Provide survey location of the identified, designated underground facilities.
- Provided the mapping of the identified, designated underground facilities.
- **Deliverables:** Paint marks and/or flags identifying the approximate horizontal position of the underground utilities detected within the project limits, a field sketch of the utility investigation results, a signed and sealed survey report outlining the process, intended use and relative accuracies of the utility investigations, digital CAD files in a format specified by Kimley-Horn and geo-referenced MCGPR data slices at requested depths.
- **Fees:** \$2,750.00 per site. Total fees for Task 1 = \$8,250.00

Task 2 – Vacuum Excavation, ASCE Standard 38-02, Quality Level A –

- T2 proposes to use vacuum excavation equipment to perform minimally intrusive excavations at locations as directed by the Kimley-Horn. Vacuum excavation methods will enable T2 to visualize the utility in question to a high degree of certainty. T2 will make every effort to vacuum excavate to a depth of eight feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flow able fill. T2 will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and injury to T2 employees. Utilities deeper than 8 feet may not be found.

- T2 will notify Sunshine 811 two full business days in advance of excavation. T2 will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR). Aerial facilities are not included for this project.
 - Provide test-hole sheets including: pictures of the test hole, the size and material type of each exposed underground pipe or cable, the horizontal location of the top of each exposed pipe or cable, the elevation of the top of each exposed pipe or cable.
 - **Deliverables:** A signed and sealed survey report, test-hole sheets for each exposed utility, and revised digital CAD files of the utility designations including the test-hole information in a format specified by Kimley-Horn.
 - **Fees:** \$600.00 per test hole. Test holes must be ordered in groups of at least 5.
- **Basis:** The fees listed above are based on the attached fee rate schedule Exhibit "B" and T2's crews being able to work during the hours of 7:00am to 4:30pm and being granted access to the site. T2's field crews are not equipped or prepared to work in any area that are, or may have been, contaminated with hazardous materials at any time. Any fee or permit requested in order to perform the work will be submitted to the client at cost. MOT is not included in this proposal. The only work items included in our fee proposal are the ones listed and described above in "Scope of services". Any additional work requested outside of the specified scope of services will be based on Exhibit "B".
- **Limitation of Warranty & Standard of Care:** Identifying and mapping underground utilities is a result of gathering evidence and therefore exact utility locations are not guaranteed unless utilities are visually exposed and surveyed, and then only at those specific exposed locations. T2 warrants only that the services provided under this proposal will meet the prevailing standards of care and does not guarantee that all utilities can or will be identified, detected or precisely mapped. Unless visually exposed, utilities will be located with geophysical methods hence the possibility exists that not all utilities can or will be identified. The parties understand that no method can be as exact and reliable as an actual excavation and physical examination. The end-user understands and agrees that any action based on the data and information supplied hereunder shall be at his/her own responsibility and sole risk.
- **Standard Exclusions** The following utilities and/or components will not be investigated:
 - a. Due to unknown water table levels, pumping of ground water is not part of this service and could result in slowing and/or stopping of excavation procedures.
 - b. Utility vault or manhole interiors (except as incidental to determining approximate utility types, locations and other information relevant to achieving desired Quality Levels.)
 - c. Services
 - d. Traffic control wiring.
 - e. Street light and signage wiring.
 - f. Irrigation lines.
 - g. Cathodic protection.
 - h. Thrust blocks.
 - i. Septic systems.
 - j. Underground storage tanks, piping and wiring.
 - k. SCADA/IT/Data systems.
 - l. Overhead utilities.
 - m. Construction related and other temporary facilities.
 - n. Low voltage lines.
 - o. Electronic Depths

Prepared by: Jeffrey C. Cooner, PLS

Date: July 16, 2020



Exhibit "A"

City of Hollywood Generator Retrofit Projects

The project is for the purchase and installation of an emergency system to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The proposed project shall allow the city to maintain the lift station operational during future power outages. As a Hazard Mitigation Grant Program (HMGP) project, the City of Hollywood proposes to provide protection to the following lift stations by purchasing and installing permanent generators:

- Sanitary Sewer Lift Station E-03 – 804 S. Ocean Dr., Hollywood, Florida 33019
 - Sanitary Sewer Lift Station E-06 - 1350 Funston Street, Hollywood, Florida 33019
 - Storm Water Lift Station SW-08 - SE corner of 1601 S. 14th Avenue, Hollywood, Florida 33019
-
- 1) The proposed project shall include the purchase and installation of a new permanent 150 KW generator that shall include a system to provide the automatic transfer of power from the electric grid to the generator in the event the facility loses power.
 - 2) The project shall require the construction of a new concrete foundation to house the generator and its fuel tank.
 - 3) This project shall prevent the interruption of power to this lift station ensuring the continuous, safe and effective sanitary sewer service to the community.
 - 4) The generator shall be protected against a 500-year flood event by implementing specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA).
 - 5) The generator shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.



PROFESSIONAL SERVICES

FEE SCHEDULE

Professional Services Rates:

Branch Manager/Senior Principal.....	\$235.00 per hour
Senior Surveyor/Principal	\$180.00 per hour
Assistant Branch Manager	\$165.00 per hour
Senior Project Manager	\$140.00 per hour
Survey Project Manager	\$125.00 per hour
Project Surveyor	\$105.00 per hour
1 Person Field Crew	\$ 95.00 per hour
2 Person Field Crew	\$150.00 per hour
3 Person Field Crew	\$185.00 per hour
4 Person Field Crew	\$230.00 per hour
SUE Designating Crew.....	\$250.00 per hour
SUE Vacuum Crew.....	\$275.00 per hour
Expert Witness	\$275.00 per hour
Survey Technician	\$ 55.00 per hour
Survey CAD Technician I.....	\$ 70.00 per hour
Survey CAD Technician II.....	\$ 85.00 per hour
Survey CAD Technician III.....	\$ 90.00 per hour
Administrative	\$ 65.00 per hour

Equipment Fee Schedule:

Hydrographic Survey Equipment including boat	\$ 80.00 per hour
Hydrone Autonomous Hydrographic Equipment	\$125.00 per hour
Survey Grade LASER scanner	\$275.00 per hour
STREAM C MCGPR.....	\$180.00 per hour
STREAM EM MCGPR.....	\$200.00 per hour
One-Person Robotic Survey Total Station	\$ 50.00 per hour
Small Boat	\$ 35.00 per hour
24" x 36" Plots	\$ 7.00 per sheet
Mileage	\$ 0.575 per mile*
Travel and Miscellaneous Expenses	Actual Cost
Printing/Binding and Additional/Expenses	Cost plus 10%

Hourly rates are charged for services including, but not limited to, meetings, a detailed review of project materials, site examinations, photography, analysis, preparation of research and reports and exhibits, computer services, and coordination of outside services. Travel time is charged at applicable hourly rates. Travel expense and miscellaneous project expenses are charged at the actual cost. Mileage charges may be included on certain projects.

Any additional equipment or staffing required for a project not listed above will be negotiated on a project by project basis.

Invoices will be submitted monthly for the fees and expenses during the prior month if the project is over an extended period of time. If a project time frame is less than one month, an invoice will be submitted at the time the work products are completed. Invoices will be due and payable upon receipt. Invoices not paid in full within 30 days of the invoice date may be subject to accrued interest charges. Application, review, and other fees are the responsibility of the client.

*NOTE: Mileage updated to current IRS allowable rates for business.

T2 Utility Engineers

5670 Zip Drive
Fort Myers, FL 33905
USA

Phone +1 239 277 0722
Fax +1 239 277 7179

www.T2ue.com



SCOPE OF WORK for DESIGN ENGINEERING SERVICES

7/16/2020

Consulting firm Kimley-Horn (Client) has requested McKim & Creed provide professional engineering services to perform electrical and controls engineering for generator upgrades to Lift Stations E-03 and E-06, and Stormwater Station SW-08 for the City of Hollywood (City). Station generator design shall conform to NFPA 820. The work with this scope of services includes the following tasks:

1. Site visit and Kick-Off Meeting with Client and the City at site or choice of meeting location.
 - a. Costs will include all travel and lodging expense to meeting location (1 visit)
2. Progress meetings with Client
 - a. Attend, via conference call, progress meetings with Client and the City.
 - b. Attend submittal review meetings (total 2)
3. Periodic conference calls and correspondence with Client's project management and design team members.
4. Prepare design drawings and specifications for electrical and controls design to add generators for three locations. Coordination of generator signals to existing remote telemetry communication equipment.
5. Design task will include the following services:
 - a. Coordination with electric utility (FP&L) for changes and additions to standby power.
 - b. Changes to main disconnect and automatic transfer system (ATS)
 - c. Upgrades to grounding and lightning arrestor systems.
 - d. Ancillary electrical components including lighting.
 - e. Permanent standby power generator(s) and fuel systems. (Minimum fuel capacity for 72hours).
 - f. Sound attenuated enclosure (73dBA @ 21') and critical muffler. Design shall comply with City Ordinance Title IX Chapter 100: Noise
 - g. Prepare drawings for permit and construction bid submittal, with diagrams and details for electrical and controls components.
 - h. Telemetry to each lift station is assumed to be in place. Design will be based and coordinated around existing City telemetry system. New technologies are not part of the design without additional design costs.
 - i. Respond to electrical review comments from the City.
 - j. Bid phase services which shall include responding to bidder's questions. Addenda to be issued by Client.
6. Construction Administration Services to include:
 - a. Review submittals received from contractor
 - b. Review requests for information (RFIs) received from contractor
 - c. Construction observation (one site visit per lift station)
 - d. Final commissioning (one site visit per lift station)
7. Arcflash Study shall be performed prior to startup per NFPA 70E. Study shall encompass new equipment to the ATS level. Existing equipment downstream of ATS will not be part of this study unless requested and can be performed at an additional cost. Labels are included with the study to be installed on equipment.

Deliverables:

- Prepare 60% plans and technical specifications.
- Prepare 60% opinion of probable construction cost for electrical & instrumentation improvements.
- Prepare 100% plans and technical specifications.
- Prepare 100% opinion of probable construction cost for electrical & instrumentation improvements.



- Prepare bid documents of plans and technical specifications.
- Arcflash Study

Assumptions

- Upgrades to the existing stations shall be limited to the existing site and existing power requirements. Changes to Pump Control Panel and telemetry will constitute a change in scope with additional design costs negotiated with Client. Client is responsible for site coordination which may include adjustments to fencing, landscaping and easements. Site survey shall be performed by Client.
- McKim & Creed will rely on Record Drawings, and other information provided by the City and Client for this design, without the need for further verification.
- 100% Plans and specifications will be used for permit sets

Compensation:

The Work described herein will be performed for the Lump Sum Fee Amount of \$52,311.00.

If directed in writing by Client, additional Work can be performed using an hourly rate fee of \$215.00 plus expenses. Thank you for considering McKim & Creed for this project.

McKim & Creed
(Subconsultant)

BY: _____
(Signature)

Aubrey Haudricourt, P.E.
(Print Name)

(Date)

KIMLEY-HORN AND ASSOCIATES, INC.
(Consultant)

BY: _____
(Signature)

Juan Jimenez P.E.
(Print Name)

(Date)



Archaeological and Historical Conservancy, Inc.

4800 S.W 64th Ave, Suite 107 Davie, FL 33314

Phone: 954-792-9776 Fax: 954-792-9954

Email: archlgcl@bellsouth.net Web: www.flarchaeology.com

July 16, 2020

Juan E. Jimenez, PE
Senior Project Manager
Kimley-Horn
355 Alhambra Circle, Suite 1400,
Miami, FL 33134

Re: City of Hollywood Generator Parcels —Reconnaissance Cultural Resource Summary Report

Dear Mr. Jimenez:

This is provided as a proposal to conduct a desktop cultural resource summary report for the three City of Hollywood Generator parcels (804 S Ocean Dr; 1350 Funston St; Diplomat Golf Estates - Utility Easement) in Broward County, Florida. This assessment will be implemented to provide information about known sites within the project parcels, and to determine the likelihood of unrecorded cultural resources within the project parcels. This assessment meets requirements for Federal and State reviewing agencies. A scope of work is provided below:

I. Literature and Archival Review (Estimated 5 Days)

A review of pertinent records, maps, and aerial photographs will be conducted to determine if any previously recorded archaeological and/or historical sites occur on the parcel.

II. Field Visit

Each of the three parcels will be visited, and a determination made whether any historic sites might occur.

III. Report Preparation

A written report will be provided within 15 business days following completion of the archival review and will include a description of methodology, results, and recommendations. Two bound copies and one CD of the report will be provided to you.

IV. *Summary of Costs*

Archaeological services can be completed at the three locations at the following rates:

- 804 S Ocean Dr:
 - 1. Archival Review: = \$ 500
 - 2. Field Visit: = \$ 500
 - 3. Principal / Project Coordinator: = \$ 500
 - 4. Desktop Report = \$1000
 - Total** = **\$ 2500**

- 1350 Funston St:
 - 1. Archival Review: = \$ 500
 - 2. Field Visit: = \$ 500
 - 3. Principal / Project Coordinator: = \$ 500
 - 4. Desktop Report = \$1000
 - Total** = **\$ 2500**

- Diplomat Golf Estates - Utility Easement:
 - 1. Archival Review: = \$ 500
 - 2. Field Visit: = \$ 500
 - 3. Principal / Project Coordinator: = \$ 500
 - 4. Desktop Report = \$1000
 - Total** = **\$ 2500**

We can conduct this work for a cost of \$2500 per parcel. We are available to begin work, upon receipt of written authorization to proceed, with the balance due upon completion of a draft report.

Sincerely,



Robert S. Carr
Executive Director

Signature

Date

Name / Title