



April 27, 2020

Luis Lopez, P.E.
City Engineer
City of Hollywood - Department of Development Services
2600 Hollywood Blvd
Hollywood, FL 33022

**RE: *Proposal for State Road 7 Linear Park Improvements from Fillmore Street to Johnson Street
Hollywood, FL***

Dear Mr. Lopez,

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant"), in connection with the City of Hollywood's "Civil/Landscape Architecture/Planning Engineering Services, DS 18-014", is pleased to submit this proposal to the City of Hollywood ("City" or "Client") for providing professional engineering services related to the State Road 7 Linear Park project located at the NE corner of Hollywood Boulevard and State Road 7. Our project understanding, scope of services, and fee follows.

Project Understanding

FDOT as part of the State Road 7 road widening project constructed in 2016 created a linear park on the east side of SR 7 from Hollywood Boulevard to Johnson Street. As part of this project, FDOT created dead end street conditions by installing retention areas on the east side of SR 7 at the intersections of:

- Tyler Street and SR 7
- Taylor Street and SR 7
- Pierce Street and SR 7
- Lincoln Street and SR 7

The City of Hollywood would now like to provide pedestrian connectivity across the retention areas by installing culverts at Taylor Street and Pierce Street to allow for the residents east of SR 7 to access the corridor by way of a sidewalk. In addition, the City of Hollywood would like to install patterned crosswalks, pedestrian lighting to improve visibility and workout facilities along the linear park corridor. Along with Mobility Hub improvements at the four corners of Hollywood Boulevard and SR 441 which will consist of bus shelters, ADA compliant pedestrian connectivity to the ROW and associated signage.

Kimley-Horn assumes the following:

- As no drainage improvements or bridge structures are proposed no geotechnical studies are needed.
- No easements or work on private property will be required.
- This scope of services does not include the development of technical specifications. Technical specifications will be reflected on the construction plans as notes and details according to jurisdictional agency requirements. Contract documents for bidding the project, will be provided by the City.

- The project intent is to not impact existing drainage capacity, patterns or flows. As a result, this scope of services does not include drainage design or drainage calculations.
- Maintenance of Traffic (MOT) and dewatering plans, if required, will be provided by the Contractor or others.

Scope of Services

Task 1 – Project Kick-Off and Schematic Design

Kimley-Horn will provide a kick-off site visit to observe existing conditions and assess potential design integration with surrounding spaces. After the site visit, Kimley-Horn will attend one (1) kick-off meeting with the Client to discuss the project, desired design elements, and to review the project schedule.

Kimley-Horn will provide one (1) conceptual design for the project based on input provided by the City as a result of the kickoff meeting with the City. This will include preparing a maximum of two (2) concept plans for a feature sign at the SE corner of SR 441 and Johnson Street (Glenn Parkway Plaza) that will be provided to the City for review and comment and the final approved feature sign will be incorporated into the overall project conceptual design.

The Conceptual Design Deliverables will include the following:

Draft site plan laying out the linear park improvements which include the following:

- Path lighting
- Pedestrian connectivity via culvert crossing at Pierce Street
- Workout facilities along the linear park
- Hardscape Improvements along the linear park improvements
- Feature Sign
- Patterned Crosswalks
- Playground

The above improvements will be presented with a color aerial background to provide site context.

Upon receiving Client input, Kimley-Horn will revise the draft site plan to produce a design development plan and selections for the items listed above that will be used as a basis for the permit/construction documents.

Task 2 – Construction Document Development

Kimley-Horn will prepare 60% and final site civil CD's and details at a scale suitable for bidding purposes, to include path lighting, patterned crosswalks, feature sign, pedestrian culverts, workout facilities and hardscape improvements.

During this task, the Consultant will perform the following:

- Contact utility owners and request any available information depicting the locations and configuration of existing utilities within and around the park property.
- Prepare 60% and final site civil CD's typically consisting of the following:
 - **Engineering Plan** for proposed improvement areas will delineate the proposed park improvements including the children's playground.

- **Paving and Grading Plans** will show proposed site improvements and regrading at the retention area culverts. The plans will also include associated details.
- **Site Electrical Plans** for proposed improvement areas will delineate the electrical service and lighting for the pedestrian pathway. Kimley-Horn will submit the lighting fixtures used as the basis of design for approval prior to submittal of the CD's. The scope includes preparation of a site plan with electrical and lighting details, photometric analysis for the pedestrian pathway, and coordination with the City.
- **Feature Sign Plan** will identify dimensions, materials, colors, finishes, and general specifications for constructing the signage. Additionally, the plan will depict required limits of clear sight and roadside offsets, along with horizontal dimensioning to locate the sign within the right-of-way.
- **Structural Plans** Sign and foundations will be designed to meet the current Florida Building Code for High-velocity Hurricane Zones (170 MPH). Calculations will be prepared for submittal to City of Hollywood for building permits.
- Submit the 60% CD's to the City for review and comment. Once comments are received meet with the City to discuss. After meeting with the City, address reasonable review comments as part of the final CD's.
- Submit the final construction drawings to the City for review and meet with the City to discuss.
- Provide a preliminary Opinion of Probable Construction Costs at the 60% and final submittals for proposed improvements.

Kimley-Horn will also provide an Opinion of Probable Construction Costs at the 60% and Final submittals for the proposed improvements.

Kimley-Horn will attend two (2) meetings with the City during the construction document development process (60% and Final) to discuss and review the project.

Task 3 – Permitting

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

- 1. Florida Department of Transportation**
 - a. Drainage
 - b. Community Aesthetic Feature Agreement
- 2. City of Hollywood**
 - a. Building Department
 - b. Engineering/Public Works

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

Task 4 – Limited Bidding Assistance

It is our understanding that the City will use a competitive bidding process to award the contact to a qualified contractor to construct the improvements. The Consultant shall consult with and advise the City for the proposed improvements during the bidding process. This task is limited to attendance of one (1) pre-bid meeting and issuance of addenda in response to interested contractor questions or requests for information during the bid process. All responses by the Consultant will be approved by the City prior to issuance. Once bids are received, the Consultant shall review the bids and provide a recommendation to the City of the apparent low bidder's price proposal. The City will be responsible in making the award.

Task 5 – Limited Construction Phase Services

The shop drawing and procurement process is assumed to be 8 weeks. The construction duration of this project is assumed to be 16 weeks for a total construction phase duration of 24 weeks.

Kimley-Horn and the design team will be available to provide the following limited construction phase services for the project:

- Issue clarifications and interpretations (RFI review).
- Review selected shop drawings and samples.
- Perform onsite observations.
- Project close out/certification.

There follows a detailed description of these services:

Clarifications and Interpretations. Kimley-Horn will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to the City as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Construction Documents will be made by the City.

Visits to Site and Observation of Construction. Kimley-Horn will provide on-site construction observation services during the construction phase. Kimley-Horn will make visits at intervals as described above in order to observe the progress of the Work. Such visits and observations by Kimley-Horn are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of general observation of the Work based on Kimley-Horn's exercise of professional judgment. Based on information obtained during such visits and such observations, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep the City informed of the general progress of the Work.

The purpose of Kimley-Horn's site visits will be to enable Kimley-Horn to better carry out the duties and responsibilities specifically assigned in this Agreement to Kimley-Horn, and to provide the City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Kimley-Horn shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall

Kimley-Horn have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Kimley-Horn neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents. Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Additional Services

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

- Drainage calculations or improvements
- Geotechnical Engineering
- Soft Digs
- Environmental Engineering (Phase I/Phase II)
- Traffic Studies or traffic engineering services

Information Provided By the Client

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

- Existing record drawings
- Access to the site

Schedule

Kimley-Horn understands and will accommodate The City's desire to complete the design and construction as expeditiously as possible.

Fee and Billing

Kimley-Horn will perform the services in Tasks 1-5 for the lump sum fee of \$40,500. Billings will be monthly based on the progress of the Task.

Task 1 – Project Kick-Off and Schematic Design	\$ 7,500
Task 2 – Construction Document Development	\$16,000
Task 3 – Permitting	\$ 4,000
Task 4 – Limited Bidding Assistance	\$ 3,000
Task 5 – Limited Construction Phase Services	\$10,000
<hr/>	
TOTAL LUMP SUM	\$40,500

The FTA sub recipient agreement between the City of Hollywood and Broward MPO is hereby incorporated in this contract; KHA will provide the required documentation and complete the work in a manner to qualify for reimbursement under the FTA subrecipient agreement.

Closure

The terms and conditions of the City of Hollywood's "Civil/Landscape Architecture/Planning Engineering Services, DS 18-014" shall govern this scope of services.

If you concur with the foregoing and wish to direct us to proceed with the aforementioned services, please issue a Notice to Proceed in writing to the consultant referencing this document as Exhibit "A". Fees and time stated in this agreement are valid for sixty (60) days after the date of issuance by the consultant.

We appreciate the opportunity to propose these services to you.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



By: Gary R. Ratay, P.E.
Vice President

Attachment

O:\Stefano\Hollywood\Mobility Hub\Scope\Linear Park Scope.docx