

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the ____ day of _____, 2026 ("Effective Date"), by and between the City of Hollywood, a municipal corporation of the State of Florida ("City"), and Miller Legg & Associates, Inc., a limited liability corporation authorized to do business in the State of Florida, whose principal office is located at 13680 NW 5th Street, Suite 200, Sunrise, Florida 33325, whose Federal I.D. number is 65-0563467 ("Consultant").

RECITALS:

WHEREAS, on _____, 2026, the City Commission passed and adopted Resolution No. R-2026-_____ authorizing the appropriate City officials to execute this Contract with Consultant to provide architectural and engineering consulting services for the Sunset Park Master Plan Implementation being managed by Department of Design and Construction Management ("DCM"); and

WHEREAS, the Consultant will provide architectural and engineering services that include but are not limited to architectural and engineering services for land development, site and building design, conceptual, schematic, and design phases, surveying, construction documents, permitting and construction phase, environmental remediation tasks, sustainability certification tasks, and various professional services as more specifically set forth in the scope of services attached as Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Contract, the City and the Consultant agree as follows:

ARTICLE 1 - SERVICES/CONSULTANT AND CITY REPRESENTATIVES

The Consultant's responsibility under this Contract is to provide professional architectural and engineering consulting services as set forth in the attached Exhibit "A".

The Consultant's Representative shall be: Michael Kroll, President
Telephone No.: (954) 628-3651

The City's Representative shall be: Elisa Iglesias, Deputy Director of Design & Const. Mgmt.
Telephone No.: (954) 921-3410

ARTICLE 2 – SCHEDULE/TERM

The contract term is for five (5) years.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the City under this Contract for all services, materials, out-of-pocket expenses and also including any approved subcontracts shall be in an amount up to \$ 2,493,230.00, as proposed by the Consultant and accepted by the City. For purposes of this Contract, out-of-pocket expenses are for such items as travel, copying, postage, and express mail. The Consultant will bill the City for services rendered based upon the Scope of Services as outlined in Exhibit "A". It is acknowledged and agreed to by the Consultant that the dollar limitation set forth in this section is a limitation upon, and describes the maximum extent of, City's obligation to pay Consultant but does not include a limitation upon Consultant's duty to perform all services set forth in Exhibit "A" for the total compensation in the amount or less than the guaranteed maximum stated above.
- B. Invoices received by the City from the Consultant pursuant to this Contract will be reviewed and approved in writing by the City's Representative, indicating that services have been rendered in conformity with the Contract, and then will be sent to the City's Financial Services Department for payment. All invoices shall contain a detailed breakdown of the services provided for which payment is being requested. Invoices shall be paid within 30 days following the City Representative's approval. In addition to detailed invoices, upon request of the City's Representative, Consultant will provide City with detailed periodic Status Reports on the project.
- C. Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "final invoice" on the Consultant's final/last billing to the City. This final invoice shall also certify that all services provided by Consultant have been properly performed and all charges and costs have been invoiced to the City. Because this account will thereupon be closed, any and other further charges not properly included on this final invoice are waived by the Consultant.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the Consultant shall also act as the execution of a truth in negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the Consultant's most favored customer for the same or substantially similar service based on Consultant's 2026 rate schedule. Should the City determine that said rates and costs were significantly increased due to incomplete, noncurrent or inaccurate representation, then said rates shall be adjusted accordingly.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the Consultant upon 30 days prior written notice to the City's Representative in the event of substantial failure by the City to perform in accordance with the terms of this Contract through no fault of the Consultant. It may also be terminated, in whole or in part, by the City, with or without cause, upon ten (10) days written notice from the City's Representative to the Consultant. Unless the Consultant is in breach of its Contract, the Consultant shall be paid for services rendered to the City's satisfaction through the date of termination. Ten Dollars paid to the Consultant, the adequacy of which is acknowledged, is given as specific and independent consideration of the City's right to terminate this Contract for convenience. Termination for cause by the City shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the City as set forth herein, or multiple breach of the provisions of this Contract notwithstanding whether any such breach was previously waived or cured. After receipt of a Termination Notice and except as otherwise directed by the City the Consultant shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work documents in process, completed work, and other materials related to the terminated work to the City.
- D. Continue and complete all parts of the work that have not been terminated.

If the notice of termination for cause given by the City to the Consultant is determined for any reason that Consultant was not in default, the rights and obligations of the City and Consultant shall be the same as if the notice of termination had been issued as a termination without cause.

ARTICLE 6 - PERSONNEL

The Consultant is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an Independent Contractor and not as employees or agents of the City. This contract does not create a partnership or joint venture between the parties.

The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City, nor shall such personnel be entitled to any benefits of the City including, but not limited to, pension, health and workers' compensation benefits.

All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the Consultant's key personnel, as may be listed in Article 1, must be made known to the City's Representative and written approval must be granted by the City's Representative before said change or substitution can become effective.

The Consultant warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 - SUBCONTRACTING

Consultant shall not subcontract any services or work to be provided to City without the prior written approval of the City's Representative. The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make determination as to the capability of the subcontractor to perform properly under this Contract. The City's acceptance of a subcontractor shall not be unreasonably withheld. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

ARTICLE 8 - FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Consultant. The Consultant shall **not** be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the City Commission. The City Commission has appropriated sufficient funds in the FY 22 Operating Budget for this Contract.

ARTICLE 10 - INSURANCE REQUIREMENTS

The Consultant shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the City, nor shall the Consultant allow any Subcontractor to commence work on its sub-contract until all similar such insurance required of the Subcontractor has been obtained and approved.

CERTIFICATES OF INSURANCE, reflecting evidence of the required insurance, shall be filed with the Risk Manager prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be cancelled, will not expire and will not be materially modified until at least 30 days prior written notice has been given to the City. Policies shall be issued by companies authorized to do business under the laws of the State of Florida and shall have adequate Policyholders and Financial ratings with a minimum A.M. Best rating of A-.

Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the City. In the event the Insurance Certificate provided indicates that the insurance shall terminate and lapse during the period of this Contract, the Consultant shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Contract and extension thereunder is in effect. The Consultant shall not continue to work pursuant to this Contract unless all required insurance remains in full force and effect.

REQUIRED INSURANCE

1. Commercial General Liability

Commercial General Liability Insurance to cover liability for bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and contractual. Coverage must be written on an occurrence basis, with no less than the following limits of liability:

A. Single Limit Bodily Injury & Property Damage

1. General Aggregate	\$ 2,000,000.00
2. Products-Comp/Op Aggregate	\$ 1,000,000.00
3. Each Occurrence	\$ 1,000,000.00
4. Personal & Adv. Injury	\$ 1,000,000.00
5. Fire Damage	\$ 50,000

The City, its employees and officials shall be named as Additional Insureds on all policies issued to satisfy the above requirements.

2. Professional Liability

Professional Liability with minimum limits of \$1,000,000.00 for each claim/\$2,000,000.00 aggregate. If coverage is provided on a claims made basis then coverage must be continued for the duration of this Contract and for not less than one year thereafter, or in lieu of continuation, provide an "extended reporting clause" for one year.

Consultant shall notify the City Risk Manager in writing within thirty days of any claims filed or made against the Professional Liability Insurance Policy.

.3. Worker's Compensation Insurance

Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees, and in the case any work is sublet, the Consultant shall require any Subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Consultant. The Consultant and his Subcontractors shall maintain during the life of this Contract Employer's Liability Insurance. The following must be maintained.

A. Workers' Compensation	\$500,000
B. Employer's Liability	\$500,000

The CITY reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

ARTICLE 11 - INDEMNIFICATION

The Consultant shall indemnify, hold harmless the City its officials, appointed officers, agents and employee, from and against any and all liability, suits, actions, damages, costs, losses and expenses, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Such obligation to indemnify and hold harmless shall continue notwithstanding any negligence or comparative negligence on the part of the City relating to such loss or damage and shall include all costs, expenses and liabilities incurred by the City in connection with any such claim, suit, action or cause of action, including the investigation thereof and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof. Consultant acknowledges and agrees that City would not enter into this contract without this indemnification of City by Consultant, and that City's entering into this contract shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed to affect, in any way, the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Florida Statutes §768.28.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The City and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the City nor the Consultant shall assign, sublet, encumber, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and the Consultant.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action between the parties arising out of the Contract will be brought in Broward County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 14 - CONFLICT OF INTEREST

The Consultant represents that it has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the Code of Ethics for Public Officers and Employees (Chapter 112, Part III, Florida Statutes). The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the City's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant. The City agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notice by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notice and the Consultant shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Consultant or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the Consultant's request, the City shall consider the facts and extent of any failure to perform the work and, if the Consultant's failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 16 - DEBT

The Consultant shall not pledge the City's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the City's Representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the City under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the City or at its expense will be kept confidential by the Consultant and will not be disclosed to any other party, directly or indirectly, without the City's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the City's expense shall be and remain the City's property and may be reproduced and reused at the discretion of the City.

The City and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law). Pursuant to Section 119.0701, Florida Statutes, any party contracting with City is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that the City would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost, to City all public records in that party's possession upon termination of its contract with City and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to City in a format that is compatible with the City's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (954) 921-3211, PCERNY@HOLLYWOODFL.ORG, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020.

ARTICLE 18 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. Violation of this Article shall constitute a forfeiture of this Contract by Consultant.

ARTICLE 19 - ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three years after completion of this Contract or until completion of any audit, whichever is later. The City shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business.

ARTICLE 20 - NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - INTERPRETATION

The language of this Contract has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied to either party hereto. The headings are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular, the plural, and vice versa, unless the context otherwise requires.

ARTICLE 22 - AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The City and the Consultant agree that this Contract together with Request for Qualifications RFQ-224-24-AR, and the Exhibits hereto, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modification of Work. In the event of any conflict or inconsistency between this Contract and the provisions in the incorporated Exhibits, the terms of this Contract shall supersede and prevail over the terms in the Exhibits.

ARTICLE 25 - MODIFICATION OF SCOPE OF WORK

The City reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until such written amendment is signed by the Consultant and the City, and if such amendment is in excess of \$50,000.00 it must also first be approved by the City Commission and signed by the appropriate City Official authorized by the City Commission.

The City shall not be liable for payment of any additional or modified work which is not authorized in the manner provided for by this Article.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the City shall be mailed to:

City of Hollywood
Dept. of Design, Construction and Management
Attn: Elisa Iglesias, Deputy Director
P.O. Box 229045
Hollywood, FL. 33022

With A Copy to: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

and if sent to the Consultant shall be mailed to:

Miller Legg and Associates, Inc.
Michael Kroll, President
13680 NW 5th Street
Suite 200
Sunrise, Florida 33325

ARTICLE 27 – OWNERSHIP OF DOCUMENTS

All finished or unfinished documents, data, reports, studies, surveys, drawings, maps, models and photographs prepared or provided by Consultant in connection with this Contract shall become property of the City, whether the project for which they are made is completed or not, and shall be delivered by Consultant to City within ten days of notice of termination. If applicable, City may withhold any payments then due to Consultant until Consultant complies with the provisions of this section.

IN WITNESS WHEREOF, the parties executed this Agreement as of the day and year first above written.

THE CITY OF HOLLYWOOD, a municipal corporation of the State of Florida

By: _____
Josh Levy, Mayor

ATTEST:

Approved by:

Patricia A. Cerny, MMC, City Clerk

Stephanie Tinsley, Director of Financial Services

Approved as to form & legal sufficiency:

Damaris Henlon, City Attorney

CONTRACT FOR CONSULTING /PROFESSIONAL SERVICES

AS TO CONSULTANT

ATTEST:

Corporate Secretary

Miller Legg and Associates, Inc.

By: _____
President

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall provide services related to schedule updates for the City's General Obligation Bond Projects and other projects outside the GO Bond program.

The Basic Services that are to be performed are as set forth below.

Scope of Work: This scope is based on the Project information provided in RFQ-224-24-AR, the November 2021 Sunset Park General Site Conditions Report, and the February 2024 Sunset Park Concept Plan. The Consultant will provide architectural and engineering services that include but are not limited to architectural and engineering services for land development, site and building design, conceptual, schematic, and design phases, surveying, construction documents, permitting and construction phase, environmental remediation tasks, sustainability certification tasks, and various professional services as more specifically set forth in the scope of services attached December 29, 2025 Scope of Services from Consultant

Conceptual Design Phase:

Includes, but is not limited to, topographic and boundary surveys, utility designation and mapping, arborist tree inventory and assessment, coordination with the South Florida Water Management District (SFWMD), geotechnical investigations, and initial architectural and engineering concepts.

Schematic Design Phase:

Includes preliminary wetland mitigation analysis and plans, stormwater approach development, and schematic designs for civil, architectural, electrical, lighting, landscape, and hardscape components.

Design Development Phase:

Includes traffic impact analysis, preliminary stormwater calculations and report, environmental resource permitting, and design development for all relevant disciplines.

Construction Documents and Permitting Phases:

Includes preparation of final stormwater calculations and reports, final wetland mitigation plans, water use permitting, and completion of construction documents across disciplines.

Construction Phase:

Includes bidding assistance, contract administration, environmental and wetland construction observation, installation of water level reading devices, and construction oversight.

Environmental Remediation:

Includes supplemental soil assessment, Corrective Action Plan (CAP) soil assessment, consultation on Alternative Cleanup Target Levels (CTLs), construction dewatering plan development, and soil remediation construction administration.

Sustainability / SITES Certification:

Includes certification strategy and goal setting, certification planning, construction document and administration services, and post-occupancy/operations services to achieve SITES certification standards.

Design Allowances:

This task provides an allowance budget if additional services are required beyond those outlined in this scope. This budget will only be utilized with Client written authorization.

Reimbursable Expenses:

Includes direct project expenses such as documentation, permits, and other costs incurred by Miller Legg in providing services to the City.



Janaury 5th, 2026

Via E-mail JCortes@hollywoodfl.org

Jose Cortes, Director
City of Hollywood
Design and Construction Management
2207 Raleigh Street
Hollywood, FL 33020

Re: Sunset Park Design Services (the "Project")
Miller Legg Project No. 24-00307

Dear Jose:

Per our previous scope review meetings with you and the City staff, please find attached the updated scope and fees for Sunset Park.

Upon your review of these, please let us know if you have any questions or would like to discuss further. Should you have any questions, please do not hesitate to contact me at (954) 628-3651 or mkroll@millerlegg.com.

Again, thank you for this opportunity, and I look forward to speaking with you soon.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Michael D. Kroll". The signature is fluid and cursive, with a large loop at the end.

Michael D. Kroll, RLA FASLA
President

Mdk/cm/wm

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IMPROVING COMMUNITIES. CREATING ENVIRONMENTS.

South Florida Office: 13680 NW 5th Street, Suite 200 • Sunrise, Florida • 33325-6234

(954) 436-7000 • Fax: (954) 493-6539

www.millerlegg.com

SCOPE OF SERVICES
City of Hollywood Sunset Park Design Services (the "Project")

1.0 PROJECT DESCRIPTION

- 1.1 The Project is generally described as follows: **Consultant shall provide, survey/SUE, environmental, geotechnical, architectural, MEP, civil engineering, landscape architecture, lighting and permitting assistance services for the Site Plan Preparation, Design and Permitting of Sunset Park located at 2727 Johnson Street, Hollywood, FL 33020.**
- 1.2 **Project will be phased. Phase 1 will be overall park and site improvements. Phase 2 will be the Community Center and Plaza. Phases 1 and 2 will be designed concurrently, Phase 2 may be constructed at a later time based on funding availability.**

2.0 BASIS OF SCOPE

This scope was prepared based on the Consultant's understanding of the Project information provided in RFQ-224-24-AR, the November 2021 Sunset Park General Site Conditions Report, and the February 2024 Sunset Park Concept Plan. Consultant reserves the right to amend this scope should the proposed program or concept change after Schematic Design.

2.1 General:

- The Client and Owner for this proposal is the City of Hollywood, and the Consultant is Miller Legg.
- Subconsultants:
 - Geotechnical/Soil Remediation: ECS
 - Architecture: SRS
 - MEP: SGM Engineering
 - Structural: Saad Elia El-Hage Consulting Engineers
 - Sustainability Consulting: SOCOTEC
 - Traffic: Karl B Peterson Consulting
 - Grant Services: RMPK Funding
 - Survey: Stoner Surveyors
- Based on the information provided by the Client, the scope and fees for this project have been prepared with the understanding that the Project will be designed and permitted in one (1) process for site improvements. A separate building permit will be required for each vertical structure. Scope includes a building permit process for applicable structures (Community Center, Restrooms, Maintenance Building, Yoga Pavilion, and Pavilions).

January 5, 2026

Client has indicated that City Building Permit for Phase 2 Community Center will not be issued until funding is secured.

- The Project will be constructed in two (2) phases as shown in Exhibit C. ***The bidding and construction phase services for Phase 2 (Community Center and Plaza) are not included in this scope and will be negotiated for Consultant to provide these services when required funding is secured by Client.***
- The Design Allowance Task has been included to provide a budget for Consultant to perform required additional services including but not limited to; Grant Management Services, Alternative Environmental Funding Assessment Services, Soil Remediation Assessment Services, Environmental Services, Planning Services, Site Design Services, Architectural Design Services, Additional Meeting Attendance, Permitting and Submittal Fees, and Cost Estimates/Opinion of Probable Cost (OPC). This budget will only be utilized with Client written authorization.
- Scope will be conducted to adhere to conditions of FDEP Land and Water Conservation Fund (LWCF) Program Grant – LW768
- The Project will be entirely fenced to provide security. Fencing will be chain-link along east and west perimeters with architectural fencing style along Johnson St and Aurthur St.
- Site and landscape design will utilize Crime Prevention Through Environmental Design (CPTED) principles to improve security within the Project.
- Construction period will begin with NTP to Contractor and end with approval of Contractor's final payment and Certificate of Occupancy.
- Architectural design and construction documents are limited to one (1) 1-2 story ±6000 S.F. community center (Upper floor public Community Center and lower floor City Maintenance lounge and storage), one (1) prefabricated restroom building, three (3) shade/picnic pavilions, one (1) yoga pavilion and one (1) maintenance building for vehicle and equipment storage.
- No separate or elevated observation deck is included in scope. Public observation will be facilitated from a balcony on the Community Center Upper Level.
- Consultant shall be responsible for preparation, submittal, and processing of the Site Plan approvals through the City of Hollywood.
- Engineering approvals will be required from Agencies Having Jurisdiction (AHJ) including the City of Hollywood, Broward County, FDOT, FDEP, and SFWMD.
- Scope does not include vacating existing rights-of-ways, easements, or platting services. If required, an Allowance for these services has been included in Task AS.

January 5, 2026

- Client will provide Application fees for governmental agency permitting. To expedite the permitting processes an Allowance for smaller permitting fees has been included in the scope. All permitting fees will be billed at cost to Client. (Task AS)
- If an Agency Having Jurisdiction (AHJ) issues or implements design or development code changes that differ from those in place at the time of execution of this scope/agreement, and which trigger changes or revisions to the scope at any stage of the Project, an additional service will be issued by Consultant. This includes but is not limited to design criteria of utilities, storm water management systems, or flood elevation changes.
- Consultant does not guarantee the scope will result in issuance of permit(s) or approvals by the regulatory agencies. Issuance of permits is a discretionary decision which ultimately may not be based solely on the scope of the Consultant's work.
- Consultant will attempt to supply all required deliverables in an expeditious manner. However, Consultant has no control of third-party deliverables or Authority Having Jurisdiction (AHJ) review timelines, which may ultimately affect the Client's projected schedule.
- Notes and specifications for Site Improvements (Civil, Landscape Architecture, Environmental) will be provided on the plans. Book format specifications will be included for other design disciplines.
- Scope includes Project Programming, 30% Schematic Design (SD), 60% Design Development (DD), 90% and 100% Construction Document (CD) submittals only. Any additional Client/Agency submittals will be provided as an additional service.
- Client will issue Consultant an Authorization to Proceed for submittal phase.
- Scope includes limited Construction Phase services. Scope does not include full-time construction representation. Client will provide all the required day-to-day construction administration and project management services. If full-time representation is requested by the Client, Consultant shall provide this as an additional service.
- The Phase 1 construction phase services utilize an anticipated 24-month construction duration as the basis for this scope and associated fees. Should the construction period require extension, scope and fee for these services may increase.
- Project Status meetings will be conducted with Client bi-weekly until Site Plan approval and then be conducted monthly until Construction Phase services commence.
- Owner/Architect/Contractor (OAC) Meetings will be conducted bi-weekly during the 24-month construction period.
- Due to the Project program, and Client's desire to provide a sustainable Project, Project will be designed to achieve improved sustainability and to pursue SITES certification. Scope includes registration, tracking, reporting, and project documentation submittal to

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GBCI for SITES certification. If required, an Allowance for the registration certification fees has been included. (Task AS)

- Consultant's team will assist the Client, and the Client-selected Project Construction Team in their efforts to pursue up to a Certified rating under the GBCI's Sustainable Sites Initiative ("SITES") rating system. The SITES ratings, as of the date of this scope, are based on the following point system:

- Certified - 70-84 points
- Silver – 85-99 points
- Gold – 100-134 points
- Platinum 135+ points

- Consultant team will target up to an additional 5 points from the certification minimum by the Project Design Team to afford a margin of safety to achieve desired certification.

- Consultant does not guarantee the scope will result in SITES certification under any program, or any particular level of SITES certification (Certified, Silver, Gold or Platinum), will be granted for all or any portion of the Project and nothing contained herein shall constitute a guarantee, representation, or warranty, express or implied, that any such certification will be obtained.

- If SITES certification is to be pursued, the anticipated GBCI Fees (to be paid directly by Client) currently are:

- Registration \$2,500.00
- Certification \$6,500.00

2.2 Planning:

- The proposed uses on this site will specifically include trails, boardwalks, community center, kayak launch, shade/yoga pavilions, maintenance area, event plaza, and parking areas as noted on the concept/site plan provided by Client.

- It is assumed that the site does *not* contain an archaeological site. If archaeological resources are found on site, additional services will be required to address this for the AHJ. If required, an Allowance for these services has been included. (Task AS)

- Project will require site plan approval from the City of Hollywood. Project will be submitted as one (1) site plan. If phasing of site plan is required, this can be provided as additional services.

- This scope of services does not include site plan amendments, rezoning, special permit, or land use plan amendment (LUPA) processes. If required, these can be provided as additional services.

2.3 NEPA

- Scope is based on a standard National Park Service (NPS) and LWCF / Outdoor Recreation Legacy Partnership (ORLP) program. Services shall be conducted in accordance with 40 CFR Parts 1500–1508, applicable NPS NEPA Handbook guidance, and current NPS programmatic categorical exclusion (CE) criteria. Final required NEPA documentation will be determined by FDEP and NPS per the FDEP Land and Water Conservation Fund (LWCF) Program Grant – LW768
- Scope is based on project qualifying for processing under an applicable National Park Service Categorical Exclusion (CE) and does not require preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS)
- Required NEPA documentation/studies will be provided as outlined in this scope. If requested NEPA documentation / studies are beyond those included in this scope Consultant will provide these as additional service.
- Evaluation of environmental justice considerations, including underserved or disadvantaged communities, can be completed through qualitative screening consistent with NPS CE documentation requirements and will not require detailed demographic analysis or mitigation commitments.
- The project will not result in adverse effects to listed or proposed threatened or endangered species, designated critical habitat, or other protected species that would require formal consultation under Section 7 of the Endangered Species Act.
- Regulatory agency review durations, concurrence timing, and final approval decisions are outside the control of the Consultant and are not guaranteed.

2.4 Environmental:

- The agencies with jurisdiction for this Project include U.S. Army Corps of Engineers (USACOE), South Florida Water Management District (SFWMD), Broward County and City of Hollywood.
- Tree resources outside Jurisdictional wetland areas are regulated by City of Hollywood and will be assessed in this scope.
- Consultant will submit and coordinate the processing of an approved Jurisdictional determination form with the USACOE to determine connection to Waters of the United

States (WOTUS). If the onsite wetlands are connected to WOTUS and an ACOE permit is required that will be provided as an additional service.

- Wetland impacts will be mitigated onsite. Permitting of alternative mitigation options (i.e. off-site or mitigation bank) are *not* included in this scope but can be provided as an additional service. An Allowance for these services has been included. (Task AS)
- Cumulative Impact Assessment is not anticipated. If cumulative impact assessment is required, then this will be provided as an additional service. An Allowance for these services has been included. (Task AS)
- Protected species and other incidental wildlife observations will be noted. Species-specific assessments and permitting are *not* included in this scope but can be provided as an additional service, beside Bonneted bat survey. An Allowance for these services has been included. (Task AS)
- The site is not anticipated to have burrowing owls or gopher tortoises that would require permitting. Should any floral or faunal species-specific permitting be required an Allowance for these services has been included. (Task AS)
- Consultant cannot guarantee the issuance of required permits.
- All previous environmental reports and regulatory enforcement documents shall be provided to Consultant prior to the start of this Agreement.
- The Project's historical golf and agricultural uses applied agricultural chemicals including monosodium methyl arsonate (MSMA) throughout the property.
- Prior to the City's acquisition and based on a review of documents, the previous property owner completed environmental site assessment activities on the golf course. Arsenic was detected in soil and groundwater throughout the property. Assessment was ultimately approved by Broward County EPD indicating that the extent of impact was limited to the property. Consultation will need to be discussed between all applicable parties as the only contaminant tested included arsenic.
- A Soil Management Remedial Action Report and No Further Action with Conditions Proposal was approved by Broward County for the implementation of a clean soil engineering control cap consisting of calcium carbonate.
- Remediation implementation including movement of impacted soil and placement of engineering control cap across a majority of the property occurred in 2020. A cap was not placed in de minimis (less impacted areas) or natural area along the southern portion of the property. Broward County EPD approved implementation and recording of a Declaration of Restrictive Covenant (DRC) consisting of groundwater restriction and soil restriction with engineering controls.
- The calcium carbonate solids material used as an engineering control cap was generated from a wastewater treatment plant. There is the possibility that additional

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contaminants could be present including Per-and Polyfluoroalkyl Substances (PFAS). Based on the Park plans for the property, this material may need to be removed and properly handled.

- The Broward County Environmental Engineering and Permitting Division (Division) has recorded a Declaration of Restrictive Covenant (Covenant) for the site, recorded as Instrument No. 116809308 in Broward County Public Records on October 21, 2020. The Division has approved the October 30, 2020, Well Abandonment Report (Report) for the referenced facility, as all remaining monitoring wells on the site have been abandoned in accordance with the requirements of Rule 62-532.500(5), Florida Administrative Code (F.A.C.).
- The Division has classified the status of this site as inactive. Because contamination remains on the site and is addressed by the Covenant, the site will remain on Broward County's inventory of contaminated sites. Any future development or construction plans must be approved by the Division to ensure that said plans do not conflict with the institutional controls enacted by the Covenant.
- Before construction can proceed, Broward County EPD will need to approve the following which are included in this scope:
 - Soil Management Plan (SMP) documenting the planned procedures for soil handling for construction.
 - Approval of arsenic ASCTL based on the planned use as a park.
 - Site Assessment Report Addendum documenting additional groundwater sampling, If necessary
 - Dewatering Plan as necessary for construction.

Following construction, Broward County EPD will need to approve the following:

- Soil Management Implementation Report
- Engineering Control and Maintenance Plan
- Re-Recording of Declaration of Restrictive Covenant based on ultimate soil handling.
- Consultant scope includes the Soil Management Implementation Report, Engineering Control and Maintenance Plan and assisting City of Hollywood legal Counsel with the Re-Recording
- The environmental approach will include working with Client and the regulatory agency, Broward County EPD, to manage site-wide impacts and to align the schedule for necessary approvals prior to construction.
- This scope of services includes a further assessment of soil and groundwater quality to develop an understanding of the distribution of impacted materials within the site. The findings of the site assessment efforts will expand upon the previous efforts and be

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incorporated into a Site Assessment Report (SAR) and submitted to the Broward County Resiliency Environmental Department (RED).

- This scope of services was developed in general accordance with the requirements for Site Assessment outlined in Chapter 62-780, F.A.C, which includes assessment of soil and exceeding the applicable Cleanup Target Levels (CTLs), identify potential receptors and evaluate an appropriate response to address affected areas and pursue regulatory closure of the site (if applicable). ***If the scope of services described within the following tasks is not sufficient to complete assessment activities, additional services will be provided to complete these services. Additional services will not be implemented without proper authorization to proceed. No allowance has been allocated for these services, if required.***
- This scope covers environmental services through design and permitting and construction phase services. Post-construction and monitoring services are not included in this scope and can be provided as an additional service at a future date. Future environmental services beyond the scope of the Project may include but are not limited to:
 - Permit compliance coordination.
 - Licenses close out.
 - Mitigation monitoring reporting
 - Coordination of maintenance
 - Mitigation as-built surveys
 - Water level reading devices
 - Permit modifications

These post construction and monitoring requirements will be an obligation of Client per the permit conditions issued by the AHJ.

2.5 Survey:

- ALTA/NSPS Land Title Survey is required.
- The survey will be based on legal description provided by Client.
- Special certification will be provided by Client.
- Title search will be provided and reviewed by Consultant.
- Survey will include survey of MHW/CWE.
- The trees located will be native 3-inch DBH and larger non exotic/nuisance species and shall be depicted as tree or palm with the DBH from approximate center of the tree or palm. Invasive / exotic trees that have a 12" or greater DBH will be individually located and depicted on the survey. All other invasive/exotic trees will be surveyed as clumps or groupings.

- Arborist tree species identification and assessment will be provided as part of the environmental services.
- Horizontal Datum will be referenced to the State Plane Coordinate System. Florida East Zone, North American Datum of 1983, Adjustment of 2011, (NAD 83/2011), will be identified on the Survey.
- Vertical Datum will be referenced to the North American Vertical Datum of 1988, (N.A.V.D.), and will be identified on the Survey.
- Parking spaces will be shown and identified.
- Location of underground utilities is based on site observation only. Consultant cannot guarantee that all utilities will be located.

2.6 Subsurface Utility Engineering (SUE) & Mapping Services:

- Horizontal Datum will be referenced to the State Plane Coordinate System.
- Florida East Zone, North American Datum of 1983, Adjustment of 2011, (NAD 83/2011), will be identified on the Survey.
- Location of underground utilities is based on Consultant's designations. Consultant cannot guarantee that all utilities will be located.
- Utility designation is being provided in an attempt to prevent the likelihood of damage during excavation and/or provide design information.
- Results are dependent upon field conditions at the time of locating services.
- American Public Works Association (APWA) standards are used for marking.
- Consultant shall provide marking and mapping services; CAD drawing will be provided.
- Consultant is not responsible for moved, altered, obliterated or maintaining marks. Consultant will impose an additional fee to relocate/re-mark facilities.
- Consultant is not responsible for errors and omissions of recorded utility information.

- Information provided by Consultant is for informational purposes and is intended to be used prior to excavation. Prior to Project construction, the excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (800-432-4770).
- The performance of Consultant's services is limited to full and unobstructed access including, but not limited to mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on-site personnel is necessary to perform a complete survey.
- All Survey and SUE fees within this scope are based on performing each task (1) time only. Additions or modifications to the scope, re-staking as well as resulting CAD and Project management time, will be invoiced per the attached hourly Rate Schedule, unless fees for said additions and modifications are requested.

2.7 Landscape Architecture:

- A planting plan is required for site plan processing.
- Landscape Architectural services will be provided for:
 - Planting
 - Irrigation (including City standard remote monitoring SCADA)
 - Tree Disposition/Mitigation
 - Hardscape
 - Site Amenities
 - Shaded Playground
 - Event Plaza
 - Park Fencing
- The reviewing/permitting entity is City of Hollywood for landscape architectural design. For Water Use Permitting the permitting entity is South Florida Water Management District.
- The primary irrigation point of connection will be reuse water from the City of Hollywood. Depending on reuse allocation, additional irrigation water may be required from a pump station and well.
- If reuse water is utilized, a settling pond may be required on the project site. This pond may require lining per AHJ.
- There are existing trees on site; tree removal/relocation is required; the permitting agency is City of Hollywood.

- Landscape architectural and architectural design will be coordinated to incorporate elements that will meet the City's Art in Public Places requirements.

2.8 Civil Engineering:

- Existing utilities of sufficient size, depth, pressure and capacity are available and accessible to the site and will serve as the source for accommodating this Project. Design of potable water well(s) is not anticipated and are not included in this scope.
- On-site engineering improvements for proposed utility connections will be designed to terminate 5 feet outside the proposed building envelope. MEP consultant will be responsible for the design of this connection.
- The design and permitting of a sanitary lift station is included in the scope. The lift station will be sized only for the park facilities. Should input from other source(s) need to be included in the lift station design, these design and permitting services will be provided as additional services. An Allowance for these services has been included. (Task AS)
- Should civil engineering design or permitting requirements vary or extend beyond this Basis of Scope, additional design and permitting services may be required (e.g. improvements outside of project area, etc.) Refer to Exhibit B for Project and scope limits.
- A Traffic Study is included in the scope. Detailed parking analysis or signalization studies (or updates to previously issued studies) are not included in this scope. If AHJ determine these are required, they could be provided as additional services.
- Off-site roadway or traffic improvement such as roadway widening, turn lanes, intersection improvements, or traffic signalization are not included in this scope. Should these services be required as a result of AHJ reviews, Consultant shall assist with these tasks as an additional service. An Allowance for these services has been included. (Task AS)
- Signalization studies and design for the Johnson St / N 28th Avenue intersection will be provided by Client. Consultant shall coordinate with the Client's consultant for these improvements. If requested by Client, Consultant can provide these as additional services. An Allowance for these services has been included. (Task AS)
- All required Maintenance of Traffic (MOT) designs/operations shall be provided by Contractor and approved by Owner. MOT plans are not included in the scope.
- Consultant shall coordinate proposed park improvements with the City's Stormwater Master Plan.
- The scope includes a park design that will be coordinated and integrated with the City's Stormwater Master Plan prepared by CDM Smith

- All stormwater pump design, permitting and construction phase services associated with implementation of City's Stormwater Master Plan will be provided by Client. If requested by Client, Consultant can provide these as additional services. An Allowance for these services has been included. (Task AS)
- Stormwater design for FDOT utilization of park areas for I-95 improvements are not included in scope. An allocation of space meeting the FDOT requirements will be provided in the design scope. Should drainage design for the FDOT be required, Consultant shall provide this as an additional service. An Allowance for these services has been included. (Task AS)
- Any required National Pollutant Discharge Elimination System (NPDES) permit from Florida Department of Environmental Protection (FDEP) will be obtained by the Contractor.
- Periodic inspection and reporting of the approved SWPP plan per NPDES requirements are not included in the scope and shall be provided by Contractor.
- Civil Scope does not include design, permitting or coordination services for non-civil utilities (chilled water, gas, electrical, IT/communications). These will be provided by MEP, utility provider or Contractor.
- Consultant shall prepare stormwater management calculations. These may include preparation of drainage analysis, modeling and associated pipe/structure sizing as required for the proposed on-site improvements within the project area. Should calculations or improvements extend beyond the Project area due to Regulatory Agency review requirements, they will be provided as additional services.
- FEMA map amendment is not included in this scope. If required, Consultant can assist with these tasks as an additional service.
- Dewatering plans and permitting is not included in this civil scope. Dewatering standards and plan for soil is in Environmental scope and will be developed by soil remediation subconsultant, ECS.
- Failure to complete the Project for reasons beyond the control of Consultant will not void this agreement. Work performed will be invoiced as a percentage of the fee for said task.

2.9 Architecture:

- Architectural Consulting Team includes:
 - Programming/ Architectural Design: SRS
 - MEP Engineering: SGM Engineers
 - Structural Engineering: Saad Elia El-Hage Consulting Engineers
- Scope includes the design and construction documents for:
- One (1) +/- 6000 sf Community Center

Upper Level

- Event Room
- Exhibit Space
- Storage
- Restrooms
- Catering Kitchen
- Electrical, Mechanical, server room(s)
- Storage
- Observation Balcony
- Elevator

Lower Level

- Maintenance Staff break/ Gathering Room
- Kitchen
- Workstations
- Restrooms/Shower
- Mechanical, storage room(s)
- One (1) Prefabricated Restroom (+/- 225 SF)
- One (1) Maintenance Building (+/- 1035 SF)
 - 2 Vehicle/maintenance bays
 - Storage (equipment, fertilizer etc.)
- Two (2) Prefabricated Shade Pavilions
- One (1) Prefabricated Rental Picnic Pavilion (with water and electric)
- One (1) Yoga Pavilion (with water and electric)
- One (1) Floating Dock and boardwalk (+/- 400 SF)
- Scope will adhere to the design requirements of the FDEP LWCFP Grant – LW768
- Scope does not include design of nature exhibits. If requested, this design service will be coordinated with the Client's designer, or an exhibit designer will be added to the Consultant Team as an additional service. An Allowance has been included if this service is requested to be carried out by the Consultant. (Task AS)
- Landscape architectural and architectural design will be coordinated to incorporate elements that will meet the City's Art in Public Places requirements.

2.10 Site Electrical Engineer:

- Scope includes design for new electrical underground branch circuits (conduit and wire) for the lighting and electrical services for the following areas:
 - Community Center
 - Parking Areas
 - (1) Maintenance Building and Yard

- Trails
 - Blue Light Security Phones
 - Pavilions
 - Restrooms
 - EV Charging Stations
 - Sanitary Lift Station
 - Irrigation Pump Station(s)
-
- Lighting fixture schedules and photometric calculations shall comply with FBC.
 - Design services include design for raceways and boxes for surveillance systems (designed by others). An allowance has been included for the City's surveillance system design consultant. (Task AS)
 - All the designs will be to comply with Sustainable SITES certification requirements.
 - Plans and specifications will be in accordance with the current Florida Building Code Edition and Florida Fire Prevention Code at time of building permit application.

3.0 INFORMATION TO BE PROVIDED BY CLIENT

3.1 Authorization from property owner shall be provided as necessary to enter the Property and conduct scope of services.

3.2 Filing, certification, and permit application/registration fees, review fees, tree/wetland mitigation fees, impact fees or any other associated assessments by other governments/agencies. An allowance has been provided for smaller permitting fees to be paid by Consultant.

3.3 Copies of all relevant data, including correspondence, reports, plans or information in its possession, which may be beneficial to the work effort performed by the Consultant.

3.4 Previous reports and assessments.

3.5 Client shall notify prior to mobilization of any restrictions, special site access requirements, or known potentially hazardous conditions at the site (e.g., hazardous materials or processes, specialized protective equipment requirements, unsound structural conditions, etc.)

3.6 Opinion of Title that identifies all encumbrances on the Project site.

3.7 All design, permitting and construction phase services for traffic signalization, stormwater pump station(s) and FDOT stormwater uses associated with the project.

3.8 All Public Relations and Public Outreach services will be provided by City's PR Consultant.

4.0 SCOPE OF BASIC SERVICES AND FEE

The scope of services to be provided by Consultant shall be as follows:

CONCEPTUAL DESIGN PHASE

Task 1 Initial Regulatory and Infrastructure Investigation and Agency Pre-application Meetings – Consultant shall participate in up to (4) pre-application meetings with Agencies Having Jurisdiction (AHJ). Consultant shall also research public records applicable to land development codes, design standards and available utility as-builts or record drawings, as well as inform the Client of existing site constraints which may pose potential limitations, conflicts or delays in design or permitting of the proposed development. One (1) site visit to evaluate the conditions of the existing site is included with this task.

Task 2 ALTA/NSPS Land Title Boundary and Topographic Survey - Consultant shall prepare a boundary survey of the property, meeting the Minimum Standard Detail Requirements for an ALTA/NSPS Land Title Survey, effective February 23, 2021. The survey will include optional "Table A" items 1, 2, 3, 4, 6(a), 7(a), 8, 9, 11 (observed evidence only), 13, 16, 20 of the Optional Survey Responsibilities and Specifications. The survey shall show rims and inverts of all structures within Johnson and Author Street right of way and determine pipe types, size, and flow direction, when possible. Survey will locate surface features along Johnson Street, from the north edge of pavement to the south right of way line, as follows: pavement, driveways, paved swales, sidewalks, slabs, curbs, walls, fences, and signage. Locate visible surface evidence of utilities along Johnson Street, from the north edge of pavement to the south right of way line, as follows: utility poles, guy wires, street lighting, storm drainage structures, sanitary sewer structures, wire pull boxes, cable enclosures, utility cabinets, valves, valve boxes, meter boxes, backflow preventers, fire hydrants, and overhead utilities. Locate surface features and evidence of utilities along N 28 Avenue to 250' south of the Johnson Street south ROW. New elevations will be measured approximately every 50 feet, and high and low spots. Trees located will be native 3-inch DBH and larger and shall be depicted as tree or palm and as DBH from approximate center of the tree or palm. Invasive / exotic trees that have a 12" or greater DBH will be located and depicted on the survey. All other invasive/exotic trees will be surveyed as clumps or groups. Tree species specific arborist identification and assessment are included in a separate Task.

Consultant will order a Title Search and review which will include all appurtenant easements, setbacks, restrictions and other matters disclosed as title exceptions. All such exceptions should be listed on the survey and specifically depicted; otherwise, if exceptions are blanket in nature, they should be described as "not plottable". All exceptions will be numbered consistently with the Commitment for Title Insurance.

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Task 3 Subsurface Underground Utility Designation— Consultant shall provide utility designation services at the area shown in Exhibit B. APWA standards are used for marking. A subsurface ground penetrating radar (GPR) unit will be used in addition to electromagnetic induction (EM) to perform/verify horizontal locations of any detectable utility. A GPR unit can assist in identifying nonmetallic utilities and other structures that are unidentifiable using traditional electromagnetic techniques. Factors such as soil moisture clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically.

Designating underground utilities is not an exact science. Therefore, Consultant expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of each individual Project. Client understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of Consultant may limit the performance/results of Consultant's services.

The services provided by Consultant shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Consultant cannot guarantee that all utilities within any given survey area will be identified due to inherent limitations within technology and existing site conditions. Utility location is being provided in an attempt to prevent or reduce the likelihood of damage during excavation and/or provide design information.

Task 4 Subsurface Underground Utility Mapping - Consultant shall provide utility mapping services for the designated utilities, measuring the underground utilities and adding them to the boundary topographic survey map.

Task 5 Arborist Tree Inventory Assessment - Consultant shall prepare a tree inventory and evaluation for trees collected in the Topographic Survey. Trees located will be 3-inch DBH and larger, within the subject property boundary. Consultant shall inventory no more than **300** trees. Large invasive exotic trees will be collected, but not all clumps of invasive exotic trees and plants. Additional trees can be collected through an additional service agreement. The tree inventory and evaluation shall reflect the following data to meet the requirements of the City of Hollywood: tree species; common and scientific names; dbh (diameter at breast height) for dicot trees; clear trunk, grey wood, or overall heights for palms; canopy spread, and general health/ condition/ hazard determination as evaluated by an ISA Certified Arborist.

Task 6 Theming and Branding—Consultant shall assist Client with the creation of a theme and branding for the overall park. This task includes signage, logos, and aesthetics design. Consultant shall prepare up to three (3) conceptual design alternatives for the project signage and logo. Upon Client review of conceptual design, Consultant shall prepare final design of project logo and typical signage. This conceptual design will be used in the design development and construction documents prepared for

the park signage. Consultant shall attend up to four (4) coordination/design review meetings with Client.

Task 7 Preliminary Natural Resource Permitting Investigations – Upland and wetland communities will be identified and mapped via aerial interpretation and ground truthing and will be displayed on a map denoting approximate acreages. A preliminary assessment of wetland quality will be assessed using the Uniform Mitigation Assessment Method (UMAM). Formal flagging/delineation of wetland and upland communities via survey are *not* included in this Task.

The potential for protected species presence on site will be assessed. A preliminary list of potential protected species will be composed utilizing the U.S. Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) online system. This list will be cross-referenced with the Florida Fish and Wildlife Conservation Commission's (FFWCC) publication: *Florida's Endangered Species, Threatened Species and Species of Special Concern Official Lists* (fauna only) and the Florida Department of Agriculture and Consumer Services: *Florida's Endangered and Threatened Plants* (flora only). Potential habitats on site, for applicable state and federally listed faunal species and federally listed plant species, will be noted. If potential habitats or protected species are observed on site, a species-specific assessment can be performed as an additional service.

The results of this assessment will be presented to Client in a Preliminary Natural Resources Investigation Report with exhibits, photos, and worksheets.

Task 8 SFWMD and Broward County Pre-application Meeting and Document Coordination - Consultant shall conduct a Pre-application meeting with SFWMD to determine potential Environmental Resource permitting issues. Documents required for pre-application meeting request will be assembled and submitted as part of the Pre-application request. Consultant shall document the agency wetland permitting requirements and potential mitigation options that could be viable for the project. Determining avoidance and minimization alternatives and available mitigation options shall be discussed and presented.

Task 9 USACOE Approved Wetland Jurisdictional Determination– Consultant shall perform a Wetland Jurisdictional Determination on site. This includes digital demarcation of the wetland boundary and the preparation of aerials normally required for submittals. Consultant shall coordinate and attend site verification meetings and preapplication meetings with Broward County, SFWMD and the USACOE. Consultant shall submit all required information to the USACOE as required for the Jurisdictional Determination. It is important to note that mitigation options are limited. Consultant shall strive to receive a No permit Required determination from the USACOE.

Task 10 Bonneted Bat Visual Roost Survey & USFWS Concurrence - Consultant shall research and investigate the potential for protected Bonneted Bat species presence on site. Consultant shall provide two (2) experienced Environmental Professionals to perform, Florida Bonneted Bat Roost Survey in approximately 8" or larger DBH trees, greater than 33 feet trees, or above ground structures that may provide a roost

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within project limits. Consultant shall use draft Protocol for Florida Bonneted Bat Roost Surveys for surveying and reporting protocol. Consultant shall visually inspect all trees and snags for evidence of cavities. If cavities or hollows are observed that the Consultant cannot visually assess contents due to size or depth, a video camera probe will be used to assess the cavity contents. The camera shall be oriented in such a way as to obtain views of both the top and bottom portions of the cavity. The location of Bonneted Bat roosts, if observed, will be recorded using a differential Global Positioning System (dGPS). The status of all cavities snags and hollows found in the above referenced trees will be documented. The results of the assessment will be presented in a report which includes site summary table, Project description, environmental setting, background research, methodology, results of investigations, conclusions, references cited, and supporting exhibits/maps. If the findings of the visual survey dictate the necessity of an acoustic survey, that can be provided as an additional service. A draft report will be produced for review by Client and a final report delivered after incorporation of Client revisions. This shall include coordination with USFWS for concurrence on the Project being MANLAA determination. Section 7 or Section 10 consultation is not included. Acoustic bat surveys are not included in this scope but can be provided as an additional service.

Task 11 **Geotechnical Investigations** - Subconsultant shall provide a total of fourteen (14) standard penetration test borings to a depth of 10 to 20-foot each for the proposed improvement areas. In addition, four (4) open hole percolation tests shall be performed. Laboratory analysis, including sieve analyses and organic content tests, will be performed on representative samples collected during the field visit, as required for design.

An engineering report will be provided and will include a description of findings, results of laboratory testing and general recommendations for excavation, filling, stormwater design and design requirements for foundation, and pavement design.

Task 12 **Architectural Programming and Master Plan**— Architectural subconsultant shall coordinate with Client and representatives of the Department of Design and Construction Management as necessary to review and establish the program, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.

Task 13 **Conceptual Site Plan and Schedule** - Consultant shall prepare a conceptual site plan to meet the development requirements of the Project. Consultant shall review development codes, zoning, existing utilities information and existing site conditions to develop Conceptual Site Plan for the Project. One (1) revision required by Client or Agencies Having Jurisdiction (AHJ) upon review of the initial conceptual site plan shall be included in this fee. Upon review and approval of a concept by Client, Consultant shall proceed with preparation of the schematic design package.

Consultant shall prepare a preliminary Project Development Schedule. Schedule shall show the proposed completion date of each Phase of the Project through planning, design, permitting, bidding, construction, and proposed completion dates.

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Task 14 **Additional Conceptual Site Plan Revisions** – Subsequent revisions to the conceptual site plan shall be provided up to the hourly not to exceed fee specified. Services beyond this fee shall be provided as an additional service.

Task 15 **Conceptual Design Phase Progress Meeting Attendance** – Consultant shall attend bi-weekly Progress meetings with Client/Design team. These progress meetings will be conducted virtually. Based on a 2-month Conceptual Design schedule, five (5) Progress Meeting are included in this task.

Consultant shall attend additional in-person or virtual meetings beyond the meetings outlined above upon prior written approval by Client. An Allowance has been provided for these additional services. (Task AS)

NEPA PHASE

Task 16 **NEPA - NPS LWCF / ORLP Categorical Exclusion** - Consultant shall provide National Environmental Policy Act (NEPA) compliance services to support project approvals under the National Park Service (NPS) Land and Water Conservation Fund (LWCF) / Outdoor Recreation Legacy Partnership (ORLP) program. Services shall be conducted in accordance with 40 CFR Parts 1500–1508, applicable NPS NEPA Handbook guidance, and current NPS programmatic categorical exclusion (CE) criteria. Consultant shall coordinate with FDEP and FPS to confirm NEPA documentation required to meet the grant obligation. Task includes preparation of an NPS CE Worksheet / Environmental Screening Form. Task includes coordination with NPS for assemblage of a decision memo signed by NPS. This task assumes no extraordinary circumstances that would preclude use of a Categorical Exclusion.

Summaries addressing relevant resource categories demonstrating **no significant impacts** and consistency with CE eligibility include:

- Land use and recreation
- Biological resources (including listed species and habitats) Screening level review
- Cultural and historic resources
- Water resources and wetlands
- Floodplains
- Soils and geology
- Air quality and noise
- Environmental justice

Also included are Maps, figures, and exhibits suitable for NPS review, including:

- Project location maps
- Site plans or conceptual layouts
- Photograph

This task assumes the project qualifies for a Categorical Exclusion; preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS), if

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required, shall be considered additional services. Additional required technical reports shall be provided as additional services as described in the allowance section. An Allowance for these services has been included. (Task AS)

Task 17

Phase I Environmental Site Assessment - Consultant team shall perform an ESA of the Subject Property in general accordance with the ASTM International (ASTM) Standard E1527-21, which incorporates the All-Appropriate Inquiry (AAI) rule (Title 40 Code of Federal Regulations Part 312), and the scope, assumptions, and limitations contained in this proposal.

The Phase I ESA will be completed by an Environmental Professional qualified in accordance with 40 CFR Part 312. The scope of services will provide preliminary screening of the Subject Property and evaluate it for the potential of recognized environmental conditions (REC's)¹. The Phase I ESA will consist of seven (7) primary activities:

- Regulatory agency and other records review.
- Physical setting review.
- Historical land use review.
- Site reconnaissance.
- Vicinity survey.
- Interviews; and
- Final report with findings.

An electronic version of the report will be delivered to the Client. Hardcopies of the report can be provided to the Client upon request. If our Phase I ESA reveals evidence of RECs in connection with the Subject Property.

The report will be prepared on behalf of and for the exclusive use of the Client and those parties that are specified and who also agree to the terms and conditions. Third parties wishing to rely on the reports must contact Consultant for the required written authorization.

SCHEMATIC DESIGN PHASE

Task 18

Preliminary Wetland Mitigation Approach/Analysis – Consultant shall assess the existing on-site wetlands for mitigation potential. This includes, but is not limited to, wetlands acreage, Uniform Mitigation Assessment Method (UMAM) analysis, determination of MHW/control water elevation, and opinion of probable cost. Detailed mitigation sketches/construction plans and permitting are *not* included in this scope. The results will be presented in a report format including exhibits, photos, and worksheets.

Task 19

Preliminary Mitigation Plans – Consultant shall prepare preliminary plans for the proposed mitigation onsite in accordance with the permit sketches for the proposed Project. The design shall include contours with cross-sections and planting plans

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including location, spacing, type, and number of species, mitigation, monitoring, and success criteria.

Task 20 Civil Schematic Design (SD) Stormwater Approach – Consultant shall coordinate and compare available utility maps and as-builts from FDOT, City of Hollywood, Broward County, Florida Department of Environmental Protection, and South Florida Water Management District and existing on-site field conditions to develop a schematic stormwater design approach and system that integrates features and infrastructure consistent with the City of Hollywood Stormwater Master Plan.

Task 21 Civil Schematic Design (SD) - Based upon the approved Conceptual Site Plan, Consultant shall prepare a 30% Civil Schematic Plan showing the general alignment and general layout of parking areas and infrastructure improvements including vehicular and pedestrian access/circulation, utility lines, lift station, storm drainage lines and preliminary grading. Consultant shall research, and compare the utility maps, as-builts and existing site conditions for potential limitations and conflicts of the proposed systems and other constraints that may impact design and permitting.

Consultant shall coordinate and compare available utility maps, as-builts and existing on-site field conditions for potential inconsistencies, limitations and conflicts of the proposed utility systems and other constraints that may impact design/permitting.

Task 22 Architecture Schematic Design (SD) – Subconsultant SRS shall prepare Schematic Design based on space needs from programming, space needs and desired architectural style. Preliminary concepts, plans and elevations for each architectural structure (community center, pavilions, maintenance building, boardwalks and restrooms) will be developed for Client review. Subconsultant shall prepare schematic plans and massing study based on the preliminary concept selection from Client. Subconsultant shall prepare final SD documents based upon Client review. These documents will include a Site Plan, Design Concept and Schematics Report, comprising the Schematic Design Studies, including an identification of any special requirement affecting the Project and Project Development.

The Schematic Design Studies shall consist of an Architectural Site Plan and Floor plans, Elevations, for the vertical construction elements identified as part of the Master Plan and as required by the Client and shall show the scale and relationship of the parts and the design concept of the whole.

Documents required under this Phase will be submitted to Client for approval. Design Development will proceed when the documents have been approved by the Client and a Design Development Authorization to Proceed has been issued.

Architectural subconsultant will prepare Architectural drawings including rendered elevations, 3D elevations, and color presentations as required for presentations of the project to Advisory Committees including, Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, City Commission and other public meetings as needed.

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Task 23 **Electrical/Lighting Schematic Design** — Subconsultant SGM, will visit the project site to investigate and survey the following conditions:

- Record existing electrical utilities in the area that must be removed or relocated for the new park.
- Evaluate the site for future power demands and coordinate with FPL to bring power to the site as required.

Subconsultant shall prepare Schematic Design for the new electrical underground routing of electrical and lighting branch circuits for the following areas: community center, parking areas, event plaza, pavilions, restrooms, maintenance building, EV charging, call boxes and trails.

Schematic Design shall also include preliminary photometric exhibits and preliminary routing of Raceway and boxes for surveillance system (designed by others).

Task 24 **Schematic Landscaping & Hardscape Design (SD)** – Consultant shall prepare a schematic, planting and hardscape plan for Client review. This schematic plan will include existing and proposed trees and shrubs/groundcover masses within the site limits of work, parking areas, and public gathering areas.

Consultant shall develop 'Design Intent' drawings for Project hardscape treatments and site amenities. These include:

- Pedestrian walks and trails
- Landscape buffers
- Event space
- Shaded Playground
- Pavilion locations
- Boardwalks
- Canoe/kayak launch.
- Fencing (Buffer, Gates)
- Wetland/Natural areas
- Signage

Task 25 **Color Rendering** - Consultant shall prepare color rendering of the schematic site plan. Rendering shall be a 24" x 36" board-mounted plan view depicting the buildings, paving, and landscaping for presentation at public hearings.

Task 26 **Site Plan Pre-application Meeting** – Consultant shall conduct a site plan pre-application meeting with City of Hollywood to review Schematic Design documents and memorialize City comments and requirements for site plan approval process.

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Task 27

Schematic Design Phase Meeting Attendance – Consultant shall attend bi-weekly Progress meetings with Client/Design team. These progress meetings will be conducted virtually. Based on an estimated 3-month Schematic Design schedule, seven (7) Progress Meeting are included in this task.

The Consultant *team will make up to ten (10) SD project presentations to the City and/or City Committees*. These presentations may be at General public meetings, Pre-Application Conceptual Oversight Committee, Technical Advisory Committee, Planning and Zoning Board, and/or City Commission. SD level graphics including site plans, elevations and color presentations will be prepared for these meetings. The Consultant team will prepare meeting minutes from these meetings. The SD documents and minutes from the project presentation meetings will be submitted to the Client for approval.

Consultant shall attend additional in-person or virtual meetings beyond the meetings outlined above upon prior written approval by Client. An Allowance has been provided for these additional services. (Task AS)

DESIGN DEVELOPMENT PHASE

Task 28

Traffic Impact Analysis -The Traffic Impact Analysis will be consistent with the requirements of the City of Hollywood Standard Methodology Requirements. This study is for the proposed park improvements. The report will be signed and sealed. The services to be provided are as follows:

- Trip Generation for the proposed project based on the latest edition of the Institute of Transportation Engineers (ITE), Trip Generation Manual (11th Edition) and on assumptions developed with input from City of Hollywood's transportation / planning staff.
- Roadway segments will also be counted for purposes of the traffic study.
- Trip Distribution for the study area using Cardinal Distribution tables.
- Provide the traffic growth rates, committed developments within the study area and any future transportation projects.
- For the traffic impacts, traffic counts will be collected for up to four intersections during the typical PM (4:00-6:00) Peak Hours and typical Saturday Peak Hours and adjusted to reflect average peak season conditions.
- Provide the traffic analyses at the intersections for the existing conditions, future conditions without the project and future conditions with the project during the AM and PM Peak Hours for the intersections. Provide the future with project analyses at the project's access driveways. The Synchro Software will be used for analysis.
- Provide graphics for the intersection and driveway volumes.
- Provide a signed and sealed report documenting the proposed traffic impacts for the project.

- Response to comments.
- Provide recommendations relative to the amount of parking needed for different uses within the park. ITE's Parking Generation Manual (6th Edition) will be used for this purpose.
- Prepare for and attend up to four (4) meetings with the project team/City of Hollywood staff during the study phase and participate in up to two (2) presentations/workshops to City of Hollywood officials and/or neighborhood groups.

Task 29

Preliminary Stormwater Calculations and Report - Upon Client approval of Design Development Document plans, Consultant shall prepare a preliminary stormwater report modification. The report shall identify conceptual drainage aspects, such as drainage basin limits, outfall availability and/or potential connection, water control elevations, using perimeter berm.

During this phase Consultant shall prepare storm water management calculations and report. This includes drainage analysis, modeling and associated connections and pipe/structure sizing within the limits of the project area, utilizing design criteria and modeling methods in compliance with applicable AHJ, including the following:

Evaluation of pre-existing stormwater conditions including on-site project drainage basin and existing off-site contributing drainage basins.

Stormwater volumetric analysis and water quality volumetric analysis of on-site post-development project drainage basin and pre-existing contributing off-site drainage basin areas.

Task 30

Civil Design Development Documents (DD) - Based upon the Client-approved Schematic Design, Consultant shall prepare 60% Design Development Documents (DDs) for site civil and utility infrastructure improvements including site demolition/clearing, vehicular and pedestrian access/circulation, utility services, paving, grading, and drainage. The DDs will be prepared to the level required for Site Plan submittal.

Consultant may also show alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Design Development Documents. The design, alignment and associated sizes/depths of these non-civil utilities shall be provided to Consultant by MEP Consultant.

The Design Development documents will include:

- Cover Sheet
- General Notes and Specifications
- Site Clearing and Demolition Plan
- Geometry, Marking and Signing Plan
- Paving, Grading and Drainage Plan
- Utility Plan (*water, fire, and gravity sewer*) / Profiles

- Sanitary Lift Station
- General Construction Details
- Areas to accommodate features and infrastructure per City of Hollywood Stormwater Master Plan

Under this task Consultant shall also prepare preliminary stormwater management calculations limited to the Project area (reference exhibit B).

Task 31 Environmental Resource Permitting - Consultant shall prepare, coordinate, and submit applications, permit sketches, exhibits, worksheets, calculations, and other support data to the SFWMD and BCRED required for permit submittal. Following the initial submittal, Consultant shall respond to up to two (2) requests for additional information (RAI) from each agency and coordinate with agency representatives as normally required based on previous experience for up to nine (9) months. Additional coordination beyond nine (9) months and or beyond two RAI's shall be provided as an additional service. An Allowance has been provided for these additional services. (Task AS)

Task 32 Architecture Design Development Documents (DD) - Subconsultant shall develop Design Development level architecture documents for each architectural structure (community center, pavilions, maintenance building, and restroom building) based on the approved SD design. Documents shall include plans, sections, elevations, and details for architectural elements, structural, and MEP engineering. Subconsultant shall prepare all documents and Site Plan Review assistance information (renderings, elevations, material samples) as required for Site Plan submittal, provide RFI/comment responses and attend review meetings.

From the approved Schematic Design documents, the Architect shall prepare Design Development Documents, comprising of the drawings, 3-dimensional renderings, contextual perspective renderings, associated comprehensive multi-disciplinary studies, outline specifications and other documents to delineate and describe the size and character of the Project mechanical, electrical and plumbing engineering design, construction and finish materials and details and other items incidental thereto.

Subconsultant shall attend one (1) General Public Meeting, and up to three (3) Committee Board or Commission meetings with PowerPoint presentation including updated renderings and project information. Consultant will provide written responses to comments from the initial General Public presentation, including information about why the comment/ suggestions was or was not incorporated into the design.

Required preliminary submittals for project permitting, including any required permit coordination meetings, plan revisions, and re-submittals, will be provided.

Task 33 Electrical/Light Design Development Documents (DD) - Subconsultant SGM, will continue coordination with FPL to bring power to the site as required. Subconsultant shall prepare Design Development documents for the new electrical underground routing of electrical and lighting branch circuits (conduit and wire) for the Project areas. Design Development documents shall include:

- Lighting fixture schedules and photometric plans/calculations to comply with FBC and City requirements.
- Selection of code complaint (wind load) light poles with associated bases and underground boxes.
- Design for raceway and boxes for CCTV surveillance system (designed by others).
- Power for sanitary lift station.
- Power for the irrigation system and stormwater pumps.
- New panelboards and circuit breakers for source of power for all lighting fixtures, electrical services, and irrigation equipment.

Task 34 **Tree Disposition Design Development Documents (DD)** - Consultant shall prepare a tree disposition plan, permit application, and support documentation that includes plans, location maps, mitigation tables and other information as required for permitting existing trees proposed for removal or relocation.

Task 35 **Landscape Design Development Documents (DD)** - Consultant shall develop Design Development level landscape documents based on the approved SD design. The landscape design shall depict proposed plantings and their relationship with the proposed project improvements. Locations, materials, plant species/sizes, notes, details and quantities shall be included with the plans.

Task 36 **Irrigation Design Development Documents (DD)** - Consultant shall develop Design Development level irrigation documents based on the approved SD design. These irrigation plans shall show point of connection, mainline alignment, and irrigation zone areas/type.

Task 37 **Hardscape Design Development Documents (DD)** - Consultant shall prepare design development hardscape plans including preliminary paving layout and details, cross-sections, product literature. DD documents will also include locations, materials and details of proposed site amenities including shaded playground, entry signs, boardwalks, kayak launch, wayfinding signs, fencing, trails, emergency call phones, benches, trash, recycle, dog stations, etc.

Consultant shall develop informational/interpretive signage DD documents for up to fifteen (15) signage elements. Consultant shall review proposed topics for each sign with Client for approval. Upon Client approval of topic, a draft of the associated narrative and artwork will be prepared and reviewed for Client approval. Two (2) review iterations are included in this task. Should additional reviews/revisions be requested, these will be provided as additional services. An Allowance has been provided for these additional services. (Task AS)

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- Task 38 **Final Site Plan Preparation & City of Hollywood Submittals** - Consultant shall prepare a final site plan package based on the approved Design Development documents. Consultant shall coordinate the submittal of the site plan package to the City of Hollywood including the site plan, landscape plan, lighting plan, architecture, preliminary engineering plan and application. Consultant shall lead the preparation, submittal, and processing of the Site Plan approvals through the City. After the initial Site Plan submittal, Consultant team will respond to and address compiled Site Plan comments in an expeditious manner. Two (2) rounds of Site Plan review and associated revisions required upon review of Site Plan submittal are included in this Task.
- Task 39 **Site Plan Review Additional Revisions** - Subsequent to the above-noted two (2) Rounds of review, Consultant shall prepare two (2) additional revisions. Revision services beyond this fee shall be provided as an additional service under the allowance phase. An Allowance has been provided for these additional services. (Task AS)
- Task 40 **Site Plan Meeting Attendance** - Consultant shall attend required Site Plan approval meetings. These following regularly scheduled meetings include, but are not limited to:
- Community Appearance Board
 - Planning Advisory Review
 - Site Plan Approval
- Task 41 **Design Development Phase Meeting Attendance** - Consultant shall attend bi-weekly Progress meetings with Client/Design team. These progress meetings will be conducted virtually. Based on an estimated 7-month Design Development schedule, sixteen (16) Progress Meeting are included in this task.
- The Consultant team will make *project presentations at one (1) General Public meeting and three (3) other Committees/Boards or City Commission meetings*. DD level graphics including site plans, building and structure plans, sections and elevations and equipment specifications/details will be prepared for these meetings. Consultant shall prepare meeting minutes from these meetings. Consultant will provide written responses to comments from the initial General Public meeting presentation, including information about when the comment/suggestions was or was not incorporated into the design. The DD documents and minutes from the project presentation meetings will be submitted to the City for approval.
- Consultant shall attend additional in-person or virtual meetings beyond the meetings outlined above upon prior written approval by Client. An Allowance has been provided for these additional services. (Task AS)

CONSTRUCTION DOCUMENTS AND PERMITTING PHASE

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Task 42

Civil Construction Documents (CD) - Based on the approved Site Plan and 60% Design Development documents, Consultant shall prepare Construction Documents (CDs) to a level of completeness required for Contractor bidding and permitting agency submittals.

Consultant shall prepare the final engineering plans, supporting documents and calculations for site civil and utility infrastructure improvements including site demolition/clearing, vehicular and pedestrian access/circulation, utility services, paving, drainage, and final grading.

Consultant may also show alignment of non-civil utilities such as chilled water, gas, IT/communication, and electrical utilities on the Construction Documents. The design, alignment and associated sizes/depths of these non-civil utilities shall be provided to Consultant by MEP Consultant.

90% CDs shall be used for initial permit submittals to AHJ (City of Hollywood, Broward County, Florida Department of Environmental Protection, and South Florida Water Management District). Final 100% CDs will be produced and issued based on revisions made as a result of the permitting process through AHJs.

The Construction Documents shall include:

- Cover Sheet
- General Notes and Specifications
- Site Clearing and Demolition Plan
- Paving, Grading, and Drainage Plan
- Geometry, Marking and Signing Plan
- Utility Plan (*water, fire, and gravity sewer*)
- Sanitary Lift Station
- Utility Profiles
- General Construction Details
- Stormwater Pollution Prevention Plan (SWPPP) and Details
- Areas to accommodate features and infrastructure per City of Hollywood Stormwater Master Plan

Task 43

Final Stormwater Calculations and Report - Consultant shall develop and prepare stormwater routing calculations utilizing evaluation and/or modeling methods in compliance with applicable jurisdictional agencies and assemble results into a report format to be submitted as part of permit package to the AHJ.

Task 44

Final Wetland Mitigation Plans - Consultant shall finalize the preliminary plans for the proposed mitigation based on permitting comments received on the preliminary plans. Consultant will prepare final construction plans and specifications (specifications will be shown on plans, a separate specifications document will *not* be provided). These plans and report shall include:

- Monitoring and maintenance plan showing the proposed monitoring stations.

- Construction methodologies
- Spoil containment and disposal.
- Turbidity control measures
- Mitigation construction and monitoring schedule
- Comparison of the wetland functions and values to be lost and those to be created
- The short- and long-term goals of the plan
- Measurable success criteria
- Hydrologic and topographic information
- Maintenance and monitoring plan for the conservation areas
- documents which include an acceptable maintenance and monitoring plan for the conservation areas.
- Suitability of the proposed mitigation
- Habitat Detail Design
- Cross sections of wetland impacts
- Avoidance and minimization back-up
- Hydrologic elements relating to wetland hydroperiod.

Task 45

Architecture Construction Documents (CD) - Subconsultant shall prepare architectural Construction Documents for each architectural structure (community center, pavilions, maintenance building and kayak/canoe stand) based on the DD plans and approved Site Plan/Permit plans. This task includes all required structural and MEP engineering.

From the approved Design Development Documents, Sub-consultant shall prepare in accordance with City's format, Construction Documents setting forth in detail the requirements for the construction of the Project, compliant with applicable codes.

- 1) 60% Construction Documents: The Architect Sub-consultant shall prepare construction documents which shall include:
 - a. Three sets of prints of all drawings and electronic submittal of all drawings and specifications, perspective and visual supporting graphic information.
 - b. Specifications, using CSI Standards, including the 16-Division and 3- part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format. The 60% construction documents submittal shall include all sections of applicable Divisions "0" (zero) and "1" and at least 60% of the technical specification sections, each of which should be 100% complete.
 - c. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.
- 2) The Architecture sub-consultant shall revise documents and resolve questions indicated on the documents. The Architecture sub-consultant shall not proceed with 100% Construction Documents until approval of the 60% documents is received from the Client. The 60% complete Check Set shall be returned to the Client.

3) 100% Construction Documents:

- a. Preparation of the 100% Construction Documents shall include digital copies of each of check sets of the Drawings, Specifications, reports, programs, etc.
- b. The Architect sub-consultant shall revise documents to resolve Client questions on the documents. Upon final Client approval, the Architect sub-consultants shall furnish one digital copy of all Drawings and Specifications.
- c. The Architect Subconsultant and its sub-consultants shall assist the Client in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining certifications of "permit approval" by reviewing authorities prior to preparation of the Bid Documents.

Task 46

Electrical/Lighting Construction Documents (CD) - Subconsultant SGM, will finalize coordination with FPL to bring power to the site as required. Subconsultant shall prepare Construction Documents for the new electrical underground routing of electrical and lighting branch circuits (conduit and wire) for the Project areas.

Construction Documents shall include:

- Lighting fixture schedules and photometric plans/calculations to comply with FBC and City requirements.
- Selection of code complaint (wind load) lighting poles with associated bases and underground boxes.
- Design for raceway and boxes for CCTV surveillance system (designed by others).
- Power for sanitary lift station.
- Power for the irrigation system and stormwater pumps.
- New panelboards and circuit breakers for source of power for all lighting fixtures, electrical services and irrigation equipment.

Task 47

Tree Disposition Plan Construction Documents (CD) and Permitting - Consultant shall prepare tree disposition Construction Documents based on the approved Site Plan. Consultant shall finalize the tree permit application and support documentation that includes plans, location maps, mitigation tables and other information as required for permitting existing trees proposed for removal or relocation. Consultant shall submit the tree permit application package for removal / relocation activities associated with the existing trees on site. This Task does not include the application fee required for tree removal/relocation. An Allowance has been provided for this fee (Task AS).

- Task 48 **Landscape Construction Documents (CD)** - Consultant shall prepare planting Construction Documents based on the approved Site Plan. These documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. The landscape design shall meet applicable landscape requirements.
- Task 49 **Irrigation Construction Documents (CD)** - Consultant shall prepare Construction Documents based on the approved Site Plan. These documents shall include plans, details, quantities, notes and size specifications for the installation of the proposed landscaping. The landscape design shall meet applicable landscape requirements.
- Task 50 **Hardscape Construction Documents (CD)** - Following acceptance from the Client of the hardscape design development documents, Consultant shall prepare construction documentation, including appropriate: plans, details, sections, and specifications, for the hardscape program elements. CD documents will also include locations, materials and details of proposed site amenities including: shaded playground, entry signs, boardwalks, kayak launch, wayfinding signs, fencing, trails, emergency call phones, benches, trash, recycle, dog stations, etc.
- Consultant shall develop informational/interpretive signage CD documents for up to fifteen (15) signage elements based on Client approved DD signage design. The final narrative and artwork will be prepared and reviewed with Client. CD's will include sign structure and informational/interpretive sign face. Signage will be static and non-lighted.
- Task 51 **Civil Government Agency Permitting** - Consultant shall assist Client in preparing and submitting site engineering permit applications, plans, and support data to AHJs including the City of Hollywood, Broward County, Florida Department of Environmental Protection, and South Florida Water Management District.
- After the initial permit application submittal, Consultant will respond to, and address compiled regulatory agency review comments in an expeditious manner. However, Consultant is not responsible for regulatory agency internal review timelines.
- Additional permitting and coordination services as a result of Client revisions or agency review comments which may extend/expand the scope of the Project beyond the stipulations outlined under Section 2.0 Basis of Scope, shall be performed as an additional service.
- Task 52 **Water Use Permitting** - Consultant shall prepare and submit a water use permit application for approval for the proposed irrigation pump station and well. Consultant shall prepare, submittal to, and coordination with, South Florida Water Management District (SFWMD) and Broward County Resiliency Environmental Department (BCRED). This Task does *not* include preparation of aquifer drawdown modeling that may be requested by SFWMD. If such modeling is required, Consultant can provide the modeling as an additional service.

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Task 53 **Construction Phasing Plans**– Based on Client Project Funding, Consultant shall assist Client to prepare phased construction plans for up to two (2) phases.

Task 54 **Construction Documents Phase Meeting Attendance** - Consultant shall attend monthly Progress meetings with Client/Design team. These progress meetings will be conducted virtually. Based on an estimated 12-month CD and Permitting schedule, twelve (12) Progress Meeting are included in this task.

Consultant shall attend additional in-person or virtual meetings beyond the meetings outlined above upon prior written approval by Client. An Allowance has been provided for these additional services. (Task AS)

CONSTRUCTION PHASE

Task 55 **Bidding Assistance / Contract Administration** - Consultant shall assist Client in bidding the project. Consultant shall attend a pre-bid conference and assist Client in responses to pre-bid Requests for Information (RFIs) as would typically be required for review of pre-construction issues.

Task 56 **Pre-construction Conferences** - Consultant shall coordinate with Client and attend up to two (2) pre-construction conferences. Attendance to additional pre-construction conferences shall be provided as additional services. An Allowance for these services has been included. (Task AS)

Task 57 **Civil Engineering Construction Administration Services** - Consultant shall coordinate with Client and Contractor on construction interpretations and clarifications of approved drawings and review of requested substitutions. Under this task, Consultant shall also provide services limited to the following:

- Review materials lists/shop drawing submittals as outlined in the submittal specifications.
- Review and respond to Contractor's Request for Information (RFIs), Pay Applications or site work Change Order Requests (COR).
- Review of or responses to additional CORs, material lists/shop drawings, substitutions or RFI's shall be provided as additional services under the allowance for Construction Phase services and Meetings. (Task AS)
- Review of Submittal drawings is limited to two (2) rounds. Additional reviews shall be provided as additional hourly service under the Additional Construction Phase Services Allowance. (Task AS)

Plan revisions to previously approved/permitted site civil construction documents during construction due to changes requested by either by Client or Contractor, or as a result of unforeseen field conditions, as well as processing field changes

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through AHJ's are not included under this scope and shall be provided as an additional service under the Additional Construction Phase Services Allowance. (Task AS)

Task 58

Landscape Architecture Construction Administration Services - Consultant shall coordinate with Client and Contractor on construction interpretations and clarifications of approved drawings and review of requested substitutions. Under this task, Consultant shall also provide services limited to the following:

- Review and respond to Construction Phase documents; including Contractor's Request for Information (RFIs), Change Order Requests (COR), materials lists/shop drawings, or pay applications.
- Review of or responses to additional CORs, RFIs, pay applications, material lists/shop drawings, substitutions or RFI's shall be provided on an hourly basis under the Allowance for Construction Phase services and Meetings. (Task AS)
- Review of Submittal drawings is limited to two (2) rounds. Additional reviews shall be provided as additional hourly service under the Additional Construction Phase Services Allowance. (Task AS)

Revisions to previously approved/permitted landscape and irrigation construction documents during construction due to changes requested either by Owner, Client or Contractor, or as a result of unforeseen field conditions, are not included under this scope and shall be provided as an additional service under the Additional Construction Phase Services Allowance. (Task AS)

Task 59

Architectural Construction Administration Services - Subconsultant, SRS, shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract for the vertical construction. This includes:

1. Represent the City during the Construction Phase, advise and consult with the City and act on behalf of the City to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract.
2. Visit the site as necessary for the vertical construction, and at all key construction events, to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. Based on on-site observations, endeavors to guard the City against defects and deficiencies in the work. Furnish the City with a written report of all observations of the work done during each visit to the Project. Note the general status and progress of the work and submit it in a timely manner.
3. Ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.

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4. Based on observations at the site and consultation with the Project Manager, determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation to the City that, to the best of the subconsultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
- a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - b. The results of any subsequent tests required by the Contract Documents.
 - c. Minor deviations from the Contract Documents correctable prior to completion.
 - d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting. By recommending approval of a Payment Certificate, the Subconsultant shall not be deemed to represent that the Subconsultant has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.
- 5) Interpret the requirements of the Contract Documents and render interpretations necessary for the execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written responses, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 6) Interpretations and decisions of the Subconsultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form.
- 7) The Subconsultant shall have authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in the Subconsultant's reasonable opinion, it is necessary or advisable to ensure compliance with the Contract Documents, may recommend special inspection or testing of any work deemed to be not in accordance with the Contract. The Subconsultant shall provide such normal mechanical, electrical, structural, or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 8) The Subconsultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. The Subconsultant shall prepare color boards or illustrative renderings to review the color selections, lighting material palette, for all finish materials with Client and furnish the approved colors to the Contractor in a timely manner so as not to delay the construction progress. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Client.

9) The Subconsultant shall initiate Change Orders for the City's approval as required by the Subconsultant's observations or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.

10) Examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the Contract requirements. A punch list of any defects and discrepancies in the Work related to the vertical construction required to be corrected by the Contractor shall be prepared by the Subconsultant in conjunction with Client. Upon satisfactory performance is obtained, thereon recommend a Certificate of Final Acceptance and final payment to the Contractor.

11) Assist in obtaining the Contractor's compliance with the Contract Documents relative to:

- a. initial instruction of Client's personnel in the operation and maintenance of any equipment or system,
- b. initial start-up and testing, adjusting and balancing of equipment and systems and
- c. final clean-up of the Project.

12) Furnish to the Client, the original drawings, revised to "as-built" conditions based on Information furnished by the Contractor and such drawings shall become the property of the Client.

Task 60 **Environmental Construction Administration Services** - Consultant shall provide mitigation construction administration services including pre-construction conference attendance, review of material shop drawings, review of contractor pay requests, and statement of work completion including review of mitigation as-builts and Agency coordination of As-built submittals.

Task 61 **Electrical Engineering Construction Phase Services and Closeout** – Subconsultant, SGM Engineering, will provide Construction Administration services as required for the electrical site design, including site visits during construction activities, review of RFI, change orders, shop drawings and associated Client/Contractor documentation. Subconsultant shall also provide required closeout services for associated site electrical elements.

Task 62 **Civil Engineering Construction Observation** - Consultant shall assist Client with limited construction observation services. Consultant will perform site visits for verification of on-site work compliance and for certification of the Project through the AHJ's by providing site visits as necessary for observation of the on-site work, including installation of underground piping and general site civil improvements. Consultant will observe system testing confirming that the site work is completed in substantial compliance with the approved plans and specifications.

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Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work, but rather to allow Consultant, as an experienced professional, to become generally familiar with the work in progress and to determine whether the work is proceeding in accordance with the contract documents.

Based on this general observation, Consultant shall keep Client informed about the progress of the work and shall endeavor to guard Client against deficiencies in the work. If Client desires more extensive project observation or full-time project representation, an additional service proposal for these services can be provided upon request.

Consultant shall not supervise, direct, or have control over the Contractor's work, nor will it have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor, or for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents.

Consultant shall not be responsible for any acts or omissions of the Contractor, subcontractor, or any entity performing any portions of the work, or any agents or employees of any of them. Consultant does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

Contractor shall notify Consultant a minimum of **48 hours** prior to any site visit requests, testing or site inspections to which the Consultant attendance may be required. Failure to do so may result in Consultant not being able to grant such request.

Additional coordination efforts or site visits resulting from contractor not being prepared for a scheduled/required inspection or testing, failed tests or inspections, RFI reviews and extended construction time beyond the original scope of construction duration after the Contractor construction Notice to Proceed (excluding documented work stop orders issued by Client to Contractor and Consultant) will be billed as additional services to the Client at \$145.00 per hour. An Allowance for these services has been included. (Task AS)

Task 63 **Landscape Architecture Construction Observation** - Consultant shall assist Client with limited construction observation services. Consultant will perform periodic, as necessary, site visits for observing the implementation/installation/construction of the landscape, hardscape and irrigation elements. The purpose of the site visits is to confirm the design intent has been met.

Task 64 **Environmental Wetland Mitigation Construction Observation** - Wetland Area Construction Observation - Consultant shall perform site visits to observe the proposed mitigation construction activities and assess that non-permitted impacts have not occurred. This includes general observation of the work and integrity of turbidity controls. This Task also includes an initial field meeting with the selected Contractor to identify any areas of concern. Consultant will observe the construction and provide

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Client with a log report of each field visit. This is based on wetland mitigation construction being completed over a two (2) month duration.

Task 65 Water Level Reading Device – Consultant shall install and maintain one remote water level data sensing device(s) for water level data collection. Services shall include the recordation of daily hydrograph data and reporting, in accordance with the dredge and fill / environmental permits for compliance and mitigation success criteria evaluation. This shall include installation of, maintenance of, reporting of data, and removal of one device for the 5-year monitoring period.

Task 66 Construction OAC / Progress Meetings - Consultant shall attend and assist Client to conduct bi-weekly OAC/Progress meetings. These OAC meetings will be conducted in-person at a City Facility or virtually. Based on an estimated 24-month construction schedule, Fifty-two (52) OAC Meetings are included in this task.

Consultant shall attend additional in-person or virtual meetings beyond the meetings outlined above upon prior written approval by Client. An Allowance has been provided for these additional services. (Task AS)

Task 67 Civil As-builts Review – Consultant shall review and provide comments to as-built drawings submitted by Contractor's registered surveyor. Review of as-built drawings is limited to two (2) rounds. Additional reviews shall be provided as additional hourly service under the Additional Construction Phase Services Allowance. (Task AS)

Task 68 Civil Engineering Statement of Work Completion and Final Certifications –Upon acceptance of final as-built drawings, Consultant shall prepare a Statement of Work Completion, assemble certification packages, including forms and supporting documents for submittal to applicable AHJ's.

Task 69 Landscape Architecture Statement of Work Completion – Consultant shall include statement of work completion for the Project's planting, hardscape and irrigation installations as required by Owner. Prior to preparation of the statement, Consultant shall prepare one (1) initial punch-list, one (1) final punch-list for the planting, hardscape and irrigation and review of irrigation as-builts prepared by Contractor.

ENVIRONMENTAL REMEDIATION TASKS

Task 70 Environmental City/Regulatory Meetings – Consultant team will attend with Client a kickoff planning meeting with Broward County to go over the park plans and to align strategy for planned environmental approach to address impacted media. Up to three (3) additional meetings are included to follow up on kickoff and approach, if needed. Scope includes attending meeting(s) and preparation of necessary documents including maps, data, etc.

Task 71 Supplemental Soil Assessment – For purposes of understanding how to manage soil impacts and to beneficially reuse soil excavated from planned stormwater lake, up to five soil borings will be completed throughout planned lake footprint to depths of approximately 18 feet below land surface (bls) or anticipated bottom depth of lake.

Soil samples will be collected approximately every two feet to 18'. All soil samples will be analyzed for total arsenic using EPA method 6020.

- Task 72 **Cap Soil Assessment** – With the two-foot wastewater solids cap that was used as clean fill cap, there is the possibility that the emerging contaminants, per- and polyfluoroalkyl substances (PFAs) may be present. This task will include analysis of up to five (5) solids cap samples for PFAs analysis using EPA method 1633. The data will then be compared with the Florida Department of Environmental Protection's (FDEP's) Provisional Cleanup Target Levels/Screening Levels. There are potential rulemaking changes that could change these numbers in the future. This task also includes an assessment if PFAs are identified in the solids/soil cap. This will include the collection and analysis of up to fifty additional solids/soil samples for PFAs and up to 10 groundwater samples for PFAs. This task also includes reporting to Broward County. The services in this task will be more specifically determined based on coordination with and direction from Client/Broward County.
- Task 73 **Alternative Cleanup Target Level Consultation** – The FDEP has established default Soil Cleanup Target Levels (SCTL) for chemical constituents as referenced in Chapter 62-777, Florida Administrative Code (F.A.C.). FDEP also provides a framework for the development of ASCTLs for situations where the conservative residential exposure assumptions are not warranted, such as the Project's general recreational uses. ASCTLs will be prepared to address the specific exposure scenarios for each of the Project areas. The ASCTLs will be evaluated based on the supplemental assessment data to define a remedial strategy using a combination of institutional controls to restrict uses along with potential engineering controls to prevent direct contact with soils. The site data may also include development of exposure area statistics to demonstrate that soil exposures meet the requirements for applications of ASCTLs to protect human health and the environment in accordance with FDEP Rules.
- After supplemental site assessment is conducted, an ASCTL proposal report will be developed for approval by FDEP. It is anticipated that FDEP will approve the ASCTL proposal within 60-90 days of submittal. Statistical evaluations and remedial approach input would follow the completion of the site assessment and approval of ASCTLs.
- Task 74 **Soil Management Plan and Engineering Control and Maintenance Plan Initial Submittal** – Subconsultant shall develop a Soil Management Plan (SMP) and Engineering Control Plan (ECP). The SMP will prescribe methods for the management of soil during construction and the possibility of the excavation, loading, removal and disposal of soil (if necessary). This will include the preparation of an ECP with the intention to encapsulate impacted soil and install protective measures. This task includes initial submittal of SMP and ECP and up to two (2) anticipated responses to Broward County comments letter.
- Task 75 **Construction Dewatering Plan** - This task includes the development of a Dewatering Plan to manage contaminated groundwater, including arsenic and PFAs during construction activities. Based on the construction means and methods developed, it is possible that dewatering may not be needed.

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- Task 76 **Environmental Construction Pre-Bid Assistance for Soil Management Activities**
 – This task includes assistance with the preparation of bid documents for construction contractors, attending Prebid meeting, and review of contractor bids.
- Task 77 **Soil Remediation Construction Administration** - Subconsultant shall attend OAC meetings to ensure impacted media is being managed appropriately in accordance with Soil Management Plan, prepare Certification Reports to AHJ, Assist Client with Declaration of Restrictive Covenant Package, and other associated Construction Administration services.
- Task 78 **Soil Remediation Construction Observation Services** – Subconsultant shall conduct field inspection visits to document soil management activities including confirmation testing as needed. Site observation reports will be prepared and submitted. The fee for these services is based on a daily rate of \$2175 and 75 site visits. Only the actual number of site visits will be invoiced.

SUSTAINABILITY CERTIFICATION TASKS

- Task 79 **SITES Certification Strategy and Goal Setting** – Subconsultant SOCOTEC will facilitate a SITES goal-setting workshop with key members from the Client's team, Project Design Team, and Client's Operations & Maintenance ("O&M") team. Based on the Site Strategy and Planning, prior to the workshop, subconsultant will create an updated SITES scorecard, identifying credits as "Likely, Possible, Less Likely, or Not Viable" and providing brief commentary. Following the workshop, the scorecard will be updated with an emphasis on critical-path SITES milestones and issues that subconsultant believes warrant special scrutiny.
- Task 80 **SITES Certification Planning** - Subconsultant will register the Project on SITES Online and will set up the credit templates. Subconsultant will request pre-authorization from the Client and, if provided, will sign the GBCI Confirmation of Agent's Authority Form to represent the Client for SITES submission. Subconsultant will provide SITES Plan documents for select credits to the Project Design Team. The Plan will include key credit criteria, credit implementation options, and responsible parties from the Project Design Team and/or construction team. The SITES Plan will be distributed at the Project review meetings.

A SITES Action Items Matrix will be prepared that describes the specific tasks to be implemented by various members of the Project Design Team to ensure that SITES related items are addressed in the design development documents. The Action Items Matrix will be used to clarify the specific design features that must be incorporated, specifications required, calculations to be performed, and other SITES related items. This task includes one iteration of the matrix following 90% DD document preparation.

Subconsultant will prepare draft sections of project specifications for the project design team's review. These sections will be boilerplate SITES sections, to be refined to project specific notes/ specifications during the construction document phase and will include:

- Sustainable Design Requirements including materials, equipment and submittal procedures
- Erosion and Sedimentation Control
- Construction Waste Management, and
- Air Quality Management

Task 81 **SITES Construction Document Services** - Subconsultant will review the issued Project design CD's and prepare a SITES Action Item update report and updated Division 01 SITES specification sections for review and incorporation in the Contract Documents. These updated sections will be Project specific and will focus on the critical SITES criteria.

Subconsultant will assist the Project Design Team in assembling the documentation required for the SITES Design Phase submission by:

- Preparing a SITES Documentation Matrix with assigned Project Design Team responsibilities.
- Assembling necessary design documents; and
- Assisting Project Design Team members in filling in their assigned SITES documentations/forms for the following credits:
 - Site Context,
 - Pre-Design Assessment and Planning
 - Water
 - Soil & Vegetation
 - Materials
 - Human Health & Well-being
 - Construction
 - Operations & Maintenance
 - Education & Performance Monitoring
 - Innovation
- Subconsultant will clarify issues related to the SITES application procedures and manage responses to GBCI's request for clarifications on the Project.

Task 82 **SITES Construction Administration Services** - Subconsultant will train the contractor and subcontractors on SITES requirements and SITES record keeping.

Subconsultant will assist the Project Design Team with reviewing contractor submittals for compliance with the SITES criteria. Submittals will be sent, electronically, and only those submittals that are pertinent to SITES will be reviewed. Subconsultant will perform one review per submittal.

Subconsultant will compile, review, and submit the Construction Phase SITES credits for certification. Subconsultant will manage SITES credit interpretation reviews and will coordinate with the party responsible for resubmission to GBCI. Subconsultant will manage resubmissions to GBCI based on updated information from the Project team, if required. Subconsultant will coordinate the appeal of denied credits, if required.

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- Task 83 **SITES Post Occupancy/Operations Services** - Subconsultant will coordinate with the Client and O&M staff and will provide up to one site visit to review the facility and its performance within 2 months of substantial completion for compliance of operations with the Client's requirements. Unresolved construction deficiencies, as well as any deficiencies identified in this Post-Occupancy Review, will be documented by Subconsultant in a Post-Occupancy Report including recommendations for further action. The Contractor will be responsible for correction of construction deficiencies under manufacturer or Contractor warranties. Any significant issues identified by Subconsultant that will not be corrected will be recorded in the Systems Manual.

ADDITIONAL SERVICE ALLOWANCE TASKS

- Task 84 **Grant Management Services Allowance**— Consultant shall Act as a liaison between the City and Granter. Consultant shall:
- Compile, prepare and submit the necessary commencement and pre-reimbursement documents.
 - Prepare and submit quarterly or semi-annual status reports.
 - Compile, prepare and submit grant close-out documentation.
 - Prepare and submit reimbursement packages and coordinate with the City and the Granter to ensure the accuracy and timeliness of the reimbursement of funds to the community.
 - Handle all amendments, requests for time extensions and other situations involving the grant project and its successful completion.
 - Coordinate and intend at least one meeting per quarter with City staff for grant management updates.
- Task 85 **Alternative Environmental Funding Assessment Allowance** – Consultant team shall review alternative funding mechanisms to assist in park development and environmental remediation of the Project. Consultant team will coordinate with Client and associated AHJ to assess potential alternative environmental funding approaches for the Project. Consultant team shall also review legal aspects of the opportunities for presentation to and review with the Client. This budget will only be utilized on Client written authorization.
- Task 86 **Soil Remediation Contingency Assessment Allowance**— This task includes contingency budget if needed for supplemental soil and groundwater assessment as requested by a regulatory agency. This budget will only be utilized on Client written authorization.
- Task AS **Allowances** – This task provides an allowance budget if additional services or reimbursables are required beyond those outlined in this scope. This budget will only be utilized with Client written authorization. This budget may be increased upon authorization from the Client.

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FEE SUMMARY

TASK NUMBER	TASK	LUMP SUM FEE	HOURLY NTE FEE
CONCEPTUAL DESIGN PHASE			
Task 1	Initial Regulatory and Infrastructure Investigation and Agency Pre-application Meetings	\$9,500.00	
Task 2	Boundary & Topographic Survey	\$19,000.00	
Task 3	Subsurface Underground Utility Designation	\$8,500.00	
Task 4	Subsurface Underground Utility Mapping	\$2,500.00	
Task 5	Arborist Tree Inventory Assessment	\$5,000.00	
Task 6	Theming and Branding	\$20,000.00	
Task 7	Preliminary Natural Resource Permitting Investigations	\$5,600.00	
Task 8	SFWMD and Broward County Pre-application Meeting and Document Coordination	\$5,900.00	
Task 9	USACOE Approved Wetland Jurisdictional Determination	\$6,800.00	
Task 10	Bonneted Bat Visual Roost Survey & USFWS Concurrence	\$5,600.00	
Task 11	Geotechnical Investigations	\$17,000.00	
Task 12	Architectural Programming and Master Plan	\$10,500.00	
Task 13	Conceptual Site Plan and Schedule	\$18,500.00	
Task 14	Additional Conceptual Site Plan Revisions	\$9,500.00	
Task 15	Conceptual Design Phase Meeting Attendance	\$9,000.00	
	Conceptual Design Tasks subtotal:	\$152,900.00	\$0.00
NEPA PHASE			
Task 16	NEPA - NPS LWCF / ORLP Categorical Exclusion	\$27,500.00	
Task 17	Phase I Environmental Site Assessment	\$5,500.00	
	NEPA Tasks subtotal:	\$33,000.00	\$0.00
SCHEMATIC DESIGN PHASE			
Task 18	Preliminary Wetland Mitigation Approach/Analysis	\$5,000.00	
Task 19	Preliminary Mitigation Plans	\$16,000.00	
Task 20	Civil Schematic Design (SD) Stormwater Approach	\$10,500.00	
Task 21	Civil Schematic Design (SD)	\$60,000.00	
Task 22	Architecture Schematic Design (SD)	\$37,500.00	
Task 23	Electrical/Lighting Schematic Design	\$9,500.00	
Task 24	Schematic Site Landscaping & Hardscape Design (SD)	\$36,000.00	
Task 25	Color Rendering	\$6,000.00	
Task 26	Site Plan Pre-application Meeting	\$3,500.00	
Task 27	Schematic Design Phase Meeting Attendance	\$55,750.00	

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	Schematic Design Tasks subtotal:	\$239,750.00	\$0.00
DESIGN DEVELOPMENT PHASE			
Task 28	Traffic Impact Analysis	\$22,500.00	
Task 29	Preliminary Stormwater Calculations and Report	\$15,000.00	
Task 30	Civil Design Development Documents (DD)	\$55,500.00	
Task 31	Environmental Resource Permitting	\$14,500.00	
Task 32	Architecture Design Development Documents (DD)	\$96,500.00	
Task 33	Electrical/Lighting Design Development Documents (DD)	\$28,500.00	
Task 34	Tree Disposition Design Development Documents (DD)	\$8,000.00	
Task 35	Landscape Design Development Documents (DD)	\$15,000.00	
Task 36	Irrigation Design Development Documents (DD)	\$15,000.00	
Task 37	Hardscape Design Development Documents (DD)	\$52,500.00	
Task 38	Final Site Plan Preparation & COH Submittal	\$67,000.00	
Task 39	Site Plan Review Additional Revisions	\$15,000.00	
Task 40	Site Plan Meeting Attendance	\$10,000.00	
Task 41	Design Development Phase Meeting Attendance	\$45,750.00	
	Design Development Tasks subtotal:	\$460,750.00	\$0.00
CONSTRUCTION DOCUMENTS AND PERMITTING PHASES			
Task 42	Civil Construction Documents (CD)	\$40,000.00	
Task 43	Final Stormwater Calculations and Report	\$12,500.00	
Task 44	Final Wetland Mitigation Plans	\$10,000.00	
Task 45	Architecture Construction Documents (CD)	\$161,000.00	
Task 46	Electrical/Lighting Construction Documents (CD)	\$41,000.00	
Task 47	Tree Disposition Plan Construction Documents (CD) and Permitting	\$6,000.00	
Task 48	Landscape Construction Documents (CD)	\$25,000.00	
Task 49	Irrigation Construction Documents (CD)	\$15,000.00	
Task 50	Hardscape Construction Documents (CD)	\$75,000.00	
Task 51	Civil Government Agency Permitting	\$23,000.00	
Task 52	Water Use Permitting	\$5,500.00	
Task 53	Construction Phasing Plans	\$9,500.00	
Task 54	Construction Documents Meeting Attendance	\$22,000.00	
	Construction Documents and Permitting Tasks subtotal:	\$445,500.00	\$0.00
CONSTRUCTION PHASE			
Task 55	Bidding Assistance / Contract Administration	\$29,500.00	
Task 56	Pre-construction Conferences	\$8,000.00	
Task 57	Civil Engineering Construction Administration Services	\$36,000.00	

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Task 58	Landscape Architecture Construction Administration Services	\$19,500.00	
Task 59	Architectural Construction Administration Services	\$22,000.00	
Task 60	Environmental Construction Administration Services	\$10,000.00	
Task 61	Electrical Engineering Construction Phase Services and Closeout	\$14,500.00	
Task 62	Civil Engineering Construction Observation	\$55,000.00	
Task 63	Landscape Architecture Construction Observation	\$30,000.00	
Task 64	Environmental Wetland Mitigation Construction Observation	\$18,000.00	
Task 65	Water Level Reading Device	\$6,500.00	
Task 66	Construction OAC / Progress Meetings	\$94,500.00	
Task 67	Civil As-builts Review	\$12,500.00	
Task 68	Civil Engineering Statement of Work Completion and Final Certifications	\$6,500.00	
Task 69	Landscape Architecture Statement of Work Completion	\$5,000.00	
	Construction Tasks subtotal:	\$367,500.00	\$0.00
ENVIRONMENTAL REMEDIATION TASKS			
Task 70	Environmental City/Regulatory Meetings	\$5,400.00	
Task 71	Supplemental Soil Assessment	\$11,500.00	
Task 72	CAP Soil Assessment	\$77,500.00	
Task 73	Alternative Cleanup Target Level Consultation	\$14,500.00	
Task 74	Soil Management Plan and Engineering Control and Maintenance Plan - Initial Submittal	\$15,000.00	
Task 75	Construction Dewatering Plan	\$10,000.00	
Task 76	Environmental Construction Pre-Bid Assistance for Soil Management Activities	\$10,000.00	
Task 77	Soil Remediation Construction Administration	\$44,000.00	
Task 78	Soil Remediation Construction Observation Services	\$170,000.00	
	Environmental Remediation Tasks subtotal:	\$357,900.00	\$0.00
SUSTAINABILITY CERTIFICATION TASKS			
Task 79	SITES Certification Strategy and Goal Setting	\$3,500.00	
Task 80	SITES Certification Planning	\$4,500.00	
Task 81	SITES Construction Document Services	\$24,000.00	
Task 82	SITES Construction Administration Services	\$30,000.00	
Task 83	SITES Post Occupancy/Operations Services	\$19,500.00	
	Sustainability Certification Tasks subtotal:	\$81,500.00	\$0.00
ADDITIONAL SERVICE ALLOWANCE TASK			
Task 84	Grant Management Services Allowance	\$5,500.00	
Task 85	Alternative Environmental Funding Assessment	\$50,000.00	
Task 86	Soil Remediation Contingency Assessment Allowance	\$70,000.00	
	Allowance	\$228,930.00	

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	<i>Additional Service Allowance Tasks subtotal:</i>	\$354,430.00	\$0.00
	TOTAL FEE	\$2,493,230.00	\$0.00

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EXHIBIT B

ARTHUR ST.

ARTHUR ST.

SUE LIMITS

BOUNDARY &
TOPOGRAPHIC
SURVEY

DRAINAGE STRUCTURES IN THIS
AREA AND IN THE TOPOGRAPHIC
AREA SHALL BE COLLECTED

SUE LIMITS

JOHNSON ST.

N 29TH AVE

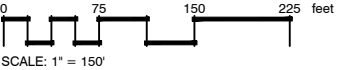
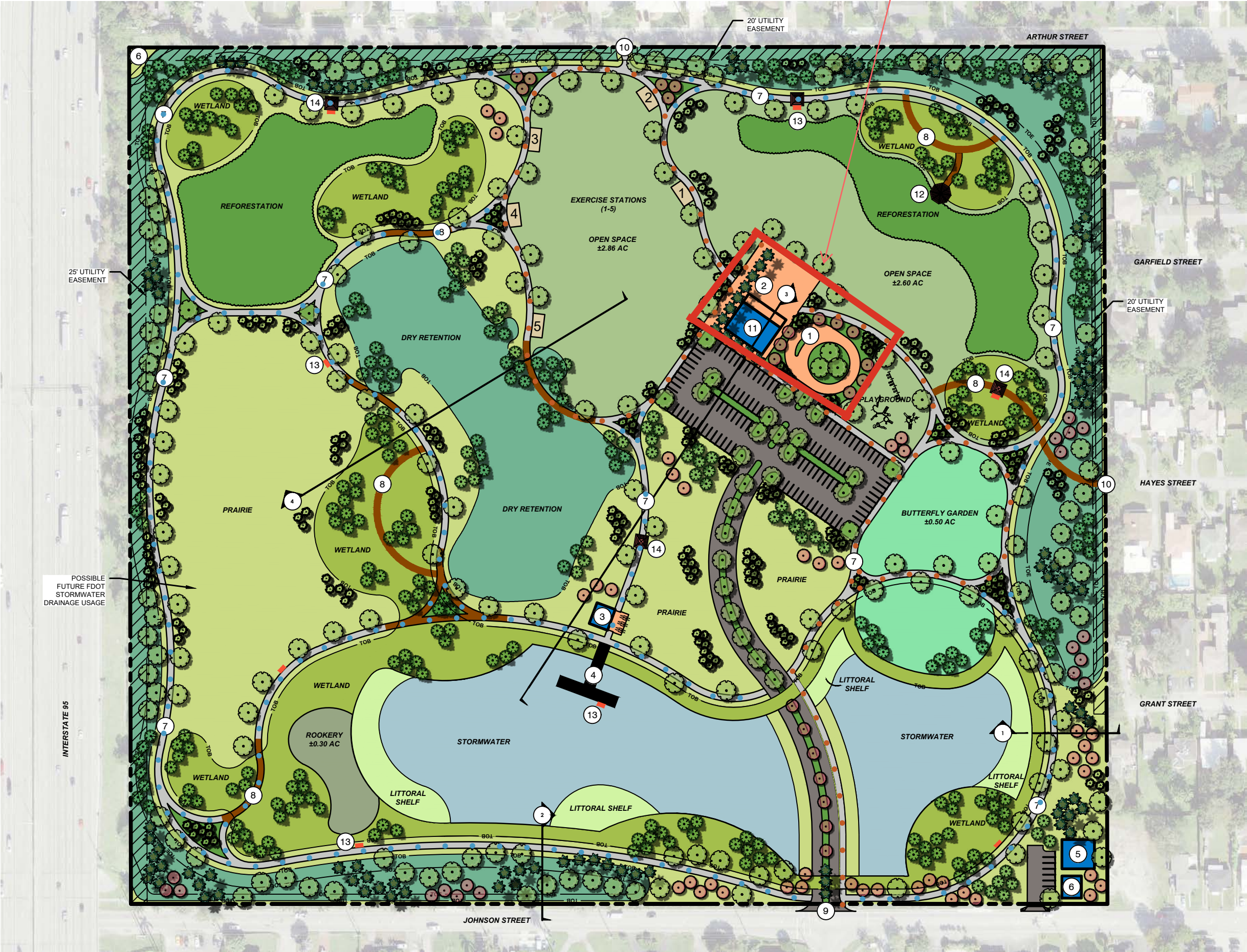
N 28TH AVE

N 28TH

195

195





CONCEPT PLAN LEGEND

SYMBOL	DESCRIPTION	
— TOE —	TOE OF SLOPE	
— TOB —	TOP OF BANK	
— EOW —	EDGE OF WATER	
— IRW —	INTERIOR RESTORED WETLANDS	±4.29 AC
●	OVERHEAD PEDESTRIAN LIGHTING	
●	BOLLARD LIGHTING	
—	BOARDWALK	
—	PATHWAY	±2.30 MILES
—	PLAZA AREA	±0.46 MILES
—	OPEN SPACE	±6.30 AC
—	ON-SITE DRY RETENTION (EXISTING)	±2.60 AC
—	ON-SITE STORMWATER AREA	±6.80 AC
—	ON-SITE WETLAND HABITAT AREA	±5.35 AC
—	OFF-SITE ROW STORMWATER AREA	±5.80 AC
—	REFORESTATION	±2.51 AC
—	PRAIRIE	±7.80 AC
—	BUTTERFLY GARDEN	±0.50 AC
—	ROOKERY	±0.30 AC
—	LITTORAL SHELF	±0.75 AC

- | | |
|---------------------------|---|
| 1 | ENTRY DROPOFF |
| 2 | EVENT PLAZA |
| 3 | KAYAK VENDOR + CONCESSIONS |
| 4 | KAYAK LAUNCH + FISHING PIER |
| 5 | MAINTENANCE OPERATIONS AREA |
| 6 | STORMWATER PUMP |
| 7 | 10' MULTIPURPOSE TRAIL |
| 8 | RAISED BOARDWALK TRAIL |
| 9 | PARK ENTRANCE WITH IMPROVED INTERSECTION |
| 10 | PARK NEIGHBORHOOD CONNECTION WITH SECURED GATE |
| 11 | COMMUNITY CENTER + OBSERVATION TOWER + PARK OFFICES |
| 12 | MEDITATION / YOGA PAVILION |
| 13 | EDUCATIONAL SIGNAGE |
| 14 | SHADE PAVILION |
| TOTAL PARKING: 123 SPACES | |

COMMENTS CONSIDERED FOR IMPLEMENTATION:

- SEASONAL/BUTTERFLY GARDEN FEATURING PLANTS THAT BLOOM THROUGHOUT THE YEAR BY MONTH
- DESIGN AREAS FOR PEDESTRIANS IN MULTIFUNCTIONAL WAYS
- BUILD AREAS FOR CHILDREN TO BECOME INVOLVED IN PROGRAMS THAT PROMOTE CARE AND NURTURING/ EDUCATION CENTER
- EMPHASIZE EDUCATIONAL ASPECTS VIA SIGNAGE, AUDIO RECORDED MESSAGES THROUGHOUT THE PARK, ADA PLANT INFO WITH QR CODES TO WEBSITE DETAILS
- BUILD THE WETLANDS AND NATURAL AREAS WITH NATIVE PLANTINGS TO ATTRACT BIRDS
- COMMUNITY GARDEN
- SHADE TREES
- AN ENCLOSED MEETING SPACE IS NEEDED/ PAVILIONS
- TAKE INSPIRATION FROM SNAKE WARRIOR PARK AND WAKODAHATCHEE
- EXERCISE EQUIPMENT ALONG THE TRAIL
- RELAXING AREA FOR MEDITATION ON POND
- RESTROOMS/ WATER DISPENSER
- BIKE RACKS
- BARRIERS / PARK HOURS SUN UP TO SUN DOWN
- SHARED PATHS FOR BIKING AND WALKING
- MAKE SURE TOXIC DIRT IS PROPERLY CAPPED SO IT DOESN'T LEACH AND BECOME A HEALTH HAZARD
- BUILDING TO HAVE ADEQUATE CAPACITY FOR GROUPS TO MEET

OTHER COMMENTS:

- HORSE BARN AND ARENA
- ADDITIONAL COMMERCIAL VEHICLE AND BOAT PARKING IN SW QUADRANT
- DOG PARK
- THINK ABOUT DEVELOPING THE BUILDINGS TO MATCH THE HISTORY OF HOLLYWOOD - MID CENTURY SPANISH STYLE. THINK OUTSIDE USUAL LOG CABIN. BRING OUTSIDE IN
- GET SUNSET PARK ADDED TO AUDUBON GREAT BIRDING TRAIL
- CHICKEE HUTS INSTEAD OF PAVILIONS
- MICROFOREST
- STINSON PARK IN OAKLAND IS A GOOD EXAMPLE OF VARIOUS BOTANICAL HABITATS AND EDUCATIONAL SIGNAGE THAT WE SHOULD INTEGRATE
- COY POND WITH WATERFALL
- SMALL CONCESSION STAND