



August 17, 2022

Dr Jeremy Earle, AICP, FRA-RA
City Manager/ CRA Executive Director
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009
Via email: jearle@hallandalebeachfl.gov

**Re: Tree Planting Program
CRA Bond Program Project #5**

Dear Dr. Earle,

In accordance with the August 2, 2022 CRA Professional Services Agreement, the following scope of services is provided by Kimley-Horn and Associates, Inc., (hereinafter referred to as "Consultant", "We" or "Kimley-Horn") to the Hallandale Beach Community Redevelopment Agency, (hereinafter referred to as "Client" or "HBCRA") as requested to provide professional landscape architectural and civil engineering services as described below.

Project Understanding

Project 5 is a programmatic scope that encompasses the entire City of Hallandale Beach Community Redevelopment Agency (CRA) boundary. The purpose of this project is for the implementation of trees throughout the CRA. The Consultant has performed field visits, identified tree locations, prepared a plant palette, and prepared preliminary planting details for implementation of the program. Services under this agreement are for the permitting and implementation of the tree planting program. All improvements are to be implemented within existing rights-of-ways, City-acquired easements, or on City-owned properties.

The Client has mentioned the potential for implementation of trees on private property. For the purposes of this agreement, it is assumed that trees on private property will be implemented using a tree give-away program, sponsored by the City or CRA. Consultant will provide recommendations for tree types, sizes, and can aid in preparing recommended planting procedures information booklets and aid the Client in public outreach for this type of program.

Consultant has previously presented progress maps to the Client. The map progress was approved by the Client and is ready for prioritization. This Agreement proposes services to take the mapped tree locations into design development and, with Client approval of the Design Development package, into permit and construction documents that will be priced by a Construction Manager At Risk (CMAR) to develop a Guaranteed Maximum Price (GMP) and ultimately construct the improvements.

This following scope of services assumes the following:

- Survey services will not be required for implementing the tree program. Survey services are not provided under this agreement.

- This scope does not include easement acquisition services or easement recording services.
- Tree irrigation will be accomplished by hand watering to establishment and through the use of watering bags or similar water retaining/releasing method. Irrigation design services are excluded from this scope of services.
- Project will be priced by the Client's selected CMAR. This scope of services assumes that the total construction value related to Consultant's design services will not exceed \$1 million. Consultant will not prepare cost estimates as a part of this project, as the CMAR will be responsible for pricing. CMAR, Client, and Consultant will work collaboratively during design to ensure the project budget is met.
- Project will be constructed by the Client's selected CMAR, Burkhardt Construction
- Improvements within FDOT R/W are not anticipated with this project; FDOT permitting is excluded from this scope of services.
- Permit services related to planting trees within the FEC R/W are excluded from this scope of services.
- Utility and/or drainage modification services are not anticipated and are excluded from this agreement.
- No cultural resources surveys, historic, or archeological services are assumed to be required for this project. These services are excluded from this scope of services.
- Phase 1 Environmental reporting or similar professional environmental services are assumed to not be required for this project. These services are excluded from this scope of services.
- Geotechnical services may be required for design. It is assumed that the Client will provide the Consultant with requested geotechnical services using a Client-selected geotechnical engineer, or Consultant can subcontract with a subconsultant provide those services as an amendment to this agreement.
- Subsurface Utility Exploration (SUE) services may be required for design. It is assumed Client will provide the Consultant with requested SUE services using a Client-selected SUE provider, or Consultant can subcontract with a subconsultant to provide those services as an amendment to this agreement.

Scope of Services

Kimley-Horn will provide the following services:

Task 1 – Design Development (60%)

Kimley-Horn will provide the following Design Development Services:

- Consultant will meet with City of Hallandale Staff to determine permitting and plans requirements for implementing tree planting within City R/W and on City-owned parcels.
- Consultant anticipates plans and installation details will be required for City approval and permitting of the tree planting program. Plans will be drawn in CAD over aerial photographs superimposed over GIS R/W data, allowing the trees to be generally located in relation to edges of pavement and above-grade visible evidence of utilities. Tree planting plans will identify species, planting specification, and installation detail type. Watering performance specification will be noted, as well as fertilization, soil amendments, and installation specification.

- Consultant will spend up to four field days re-confirming tree locations and photographing locations for permit coordination.
- The following plans will be produced for the Design Development submittal:
 - Cover Sheet
 - Location maps
 - Tree Planting Plans
 - Landscape Details and Specifications

Deliverables: The following deliverable shall be provided under Task 1:

- The Consultant will submit 60% plans for Client review. The design drawings shall be submitted in 11" x 17" plan sheets, with electronic copy. The electronic copy shall allow the Client to print 24"x36" drawings on 1"= 20" scale. The Client will provide comments to the Consultant within 14 days of receiving the submittal.

Meetings: Kimley-Horn will attend the following meetings under Task 1:

- The Consultant will present design progress at one meeting with the Client.
- The Consultant will present 60% plan deliverables at one meeting with the Client and departmental staff, and CMAR for preliminary technical review.

Task 2 – Permit and Construction Documents

The Consultant will provide the following services for Task 2:

Permitting and Permit Drawings

- The Consultant will incorporate 60% review comments and develop the plans towards the 100% phase enough to submit for permits. Once permit review comments are received, Consultant will review with Client and address comments to resubmit to permit agencies. At this stage it is not anticipated that the Client will have any major comments, which would affect the permitting process. Any minor review comments by the Client will be incorporated prior to resubmission to permit agencies.
- Consultant will prepare the following permit drawings:
 - Cover Sheet
 - Location maps
 - Tree Planting Plans
 - Landscape Details and Specifications
- The Consultant will make application for permits to City of Hallandale Beach, as required.
- The Consultant will attend up to two meetings with the City of Hallandale Beach in advance of making permit applications and to resolve permitting comments. The Consultant will prepare meeting summaries and provide documentation to the Client.
- The Consultant will respond with written responses and plan revisions up to two times per each permit.
- Client will directly pay for all permit fees for required permits.

- The permit drawings will be submitted in 11" x 17" plan sheets, with electronic copy. 24"x36" drawings will be submitted if required for permit approval.
- The Consultant will prepare plans for submittal to the CMAR for development of the GMP.

100% Construction Documents

- The Consultant will incorporate the review comments from permitting phase in the 100% Construction Documents submittal.
- The Consultant will submit the 100% design submission to the Client. The design drawings will be submitted as 24" x 36" plan sheets.
- Once all final minor comments are addressed, or if no comments or corrections are necessary, the Consultant will submit the Final Plans and Specifications, and any other document required for a complete design to the Client and CMAR for construction.
- The Consultant will prepare an opinion of probable construction cost for the Permit drawing package.

Deliverables: The following deliverables will be provided under Task 2:

- Three signed and sealed prints of the Final Plans and Specifications 100% design package (1" =20' scale 24" x 36" plan sheets), together with one (1) electronic copy, including updated rendering of the plan view and planting/hardscape exhibits. Submitted materials will be prepared to be compatible with digital presentation methods.
- Draft and final technical specifications

Meetings: Kimley-Horn will attend the following meetings under Task 2:

- Kimley-Horn will attend up to two progress meetings to discuss the specific aspects of the project that need to be addressed during design, and to discuss progress with the Client. Coordination between face-to-face meetings will be facilitated through phone conversations and emails.

Task 3 - CMAR Coordination and Project Management

The Consultant will provide the following CMAR coordination and project management services related to initiating, planning, executing, controlling, and closing the Project:

- Up to two (2) meetings with CMAR and Client during design
- Review of GMP on behalf of the Client
- Contract management and sub-contract management
- Accounting and monthly invoicing
- Project schedule management
- Deliverables and submittals coordination
- Client service coordination

Task 4 - Post Design Services

The Consultant will provide the following Post Design services, based on a six (6) month construction duration, specifically stated below:

- **Pre-Construction Conference.** Consultant will attend one Pre-Construction Conference before the start of construction.
- **Site Visits and Construction Observation.** Consultant will make visits up to twice monthly, for a maximum of 12 times, to observe the progress of the work. Observations will not be exhaustive or extend to every aspect of Contractor's work, but will be limited to spot checking, and similar methods of general observation. Based on the site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Document and keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or control Contractor's work, and will not have authority to stop the Work or responsibility for the means, methods, techniques, equipment choice and use, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for failure of Contractor to comply with laws. Consultant does not guarantee Contractor's performance and has no responsibility for Contractor's failure to perform in accordance with the Contract Documents.

- **Construction Meetings.** Consultant will attend virtual construction meetings up to twice monthly for up to 12 virtual meetings.
- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to reasonable and appropriate Contractor requests for information made in accordance with the Contract Documents and issue necessary clarifications and interpretations. Any orders authorizing variations from the Contract Documents will be made only by Client.
- **Change Orders.** Consultant may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
- **Shop Drawings and Samples.** Consultant will review and take appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for general conformance with the Contract Documents. Such review and action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs. Any action in response to a shop drawing will not constitute a change in the Contract Documents, which can be changed only through the Change Orders.

- **Substitutes and "or-equal/equivalent."** Consultant will evaluate and determine the acceptability of substitute or "or-equal/equivalent" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- **Inspections and Tests.** Consultant may require special inspections or tests of Contractor's work, and may receive and review certificates of inspections within Consultant's area of responsibility. Consultant's review will be solely to determine that the results indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the Contract Documents. Consultant is entitled to rely on the results of such tests.
- **Disputes between Client and Contractor.** Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents. In rendering decisions, Consultant shall be fair and not show partiality to Client or Contractor and shall not be liable in connection with any decision.
- **Applications for Payment.** Based on its observations and on review of applications for payment and supporting documentation, Consultant will recommend amounts that Contractor be paid. Recommendations will be based on Consultant's knowledge, information and belief, and will state whether in Consultant's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. Consultant's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.
- **Substantial Completion.** When requested by Contractor and Client, Consultant will conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor.
- **Record Drawings.** As an additional service if required, Consultant will prepare a record drawing showing significant changes reported by the contractor or made to the design by Consultant. Record drawings are not guaranteed to be as-build but will be based on information made available.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Client shall provide access to site.
- Client shall obtain approvals from FEC for construction of the proposed improvements within FEC R/W.
- Client will provide all permit application fees.

Additional Services

The Consultant will provide, as requested and authorized by the Client, additional services that may be required above and beyond those described in Tasks 1 through 4. These services may include but are not limited to such items as the following:

- Post Design services beyond the anticipated nine-month construction duration
- Geotechnical engineering services
- SUE services
- Structural engineering services beyond those noted above.
- Utility design services for water/sewer relocations or modifications
- Electrical engineering services beyond those noted above.
- Preparation of record drawings, as noted above.

Project Schedule

Consultant will provide our services as expeditiously as practicable with the goal of meeting a mutually agreed-upon schedule.

Method of Compensation

Kimley-Horn will perform the services in Tasks 1- 5 for the total lump sum fee below. Individual task amounts are informational only. All permitting, application, and similar project fees will be paid directly by the Client.

Task 1 – Design Development (60% plans)	\$29,930.00
Task 2.1 – 90% Design Submittal	\$13,560.00
Task 2.2 –100% Design Submittal	\$10,560.00
Task 3 – CMAR Coordination and Project Management	\$ 9,305.00
Task 4 – Post Design Services	\$11,590.00

TOTAL LUMP SUM FEE: **\$74,945.00**

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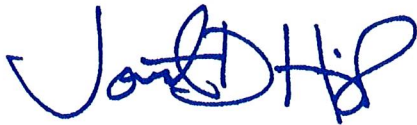
Closure

The terms and conditions of the August 2, 2022 CRA Professional Services Agreement shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (561)840-0233.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Jonathan D. Haigh, PLA, ASLA
Project Manager



David Walthall, P.E.
Senior Vice President

City of Hallandale Beach CRA

Jeremy Earle, Ph.D., AICP, FRA-RA | City Manager/CRA Executive Director



Signature

8-18-22

Date