

**CITY OF HOLLYWOOD, FLORIDA**

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES  
AGREEMENT**



**WATER MASTER PLAN**

**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
PROJECT NO. 20-1336**



## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA  
AND  
ARCADIS U.S., INC.

### PROFESSIONAL ENGINEERING SERVICES

#### Water Master Plan

THIS AGREEMENT is made this 18 day of MARCH, 2021, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and ARCADIS U.S., INC., a corporation authorized to do business in the State of Florida ("Consultant").

#### WITNESSETH:

WHEREAS, on March 30, 2020, the City advertised for Statement of Qualifications in accordance with Section 287.055, Florida Statutes, ("Consultants' Competitive Negotiation Act") seeking a firm to provide Professional Engineering Services for the development of a Water Master Plan; and

WHEREAS, on October 7, 2020, the City Commission passed and adopted Resolution No. R-2020-254 ranked the firms to provide professional engineering services related to updating the Water Master Plan, awarded the contract to Consultant and authorized the appropriate City officials to negotiate an agreement with Consultant for consideration by the City Commission at a later date; and

WHEREAS, on Feb 17, 2021, the City Commission passed and adopted Resolution No. R-2021-036 which awarded the contract to Consultant and authorized the execution of this Agreement between City and Consultant.

NOW, THEREFORE, the City and the Consultant, for the considerations herein set forth, agree as follows:



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EXHIBIT "B" Consultant's Proposal

EXHIBIT "C" Rate Schedule

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### SCOPE OF SERVICES/TERM

CONSULTANT shall furnish professional engineering services for the development of a Water Master Plan in accordance with the advertised Statement of Qualifications for Project No. 20-1336 attached as Exhibit "A", and the Consultant's Proposal, attached as Exhibit "B". The time for the performance of such services is set forth in Article 7 of this Agreement.

As set forth in the Statement of Qualifications, the CONSULTANT shall develop a Water Master Plan based upon the timeline set forth in Exhibit "B". It is hereby acknowledged and agreed that this project will be done in two Phases. PROJECT DESCRIPTION" that includes but is not limited to:

- Conduct Condition Assessment of all water system components such as water treatment processes, storage facilities, pumping facilities and all other related facilities, etc.
- Develop the Water Master Plan reflecting all up to date water supply system
- At a minimum the report shall include, but not limited to the following sections:
  - i) Executive Summary
  - ii) Introduction and Background
  - iii) Characterization of Existing System
  - iv) Regulatory Review
  - v) Water Production and Demand Projection
  - vi) Water Distribution System Hydraulic Modeling Update and Calibration
  - vii) Water Treatment Capacity and Equipment Condition Assessment
  - viii) Water Distribution System Condition Assessment
  - ix) Recommended Improvements
  - x) Cost Evaluation of Proposed Improvements/ Develop a 10-Year Capital Improvement Plan

### ARTICLE 1 DEFINITIONS:

- 1.01 ADDITIONAL SERVICES: Those services defined in Section 2.5
- 1.02 BASIC SERVICES: Those Engineering services defined in Section 2.1.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into the agreement to provide professional services to the City. The consultant for this agreement is ARCADIS U.S., INC.
- 1.06 DIRECTOR: The Director of the Department of Public Utilities having the authority and responsibility for management of the Project authorized under this Agreement.
- 1.07 INSPECTOR: An employee of the City assigned by the Director to make observations of work performed by the Consultant and any Contractor.

- 1.08 PROJECT: The Engineering Services relating to the development of a water master plan as outline in Exhibit "A" and as set forth in Exhibit "B".
- 1.09 PROJECT MANAGER: An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the overseeing of the PROJECT and this Agreement.

## **ARTICLE 2**

### **CONSULTANT SERVICES AND RESPONSIBILITIES:**

#### **2.1 BASIC SERVICES**

- 2.1.1 CONSULTANT shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of Florida, and such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by CONSULTANT. CONSULTANT shall submit, for approval by CITY, names of sub-consultants for each professional element of service of the PROJECT. Nothing in the foregoing shall create any contractual relationship between CITY and any sub-consultants employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.
- 2.1.2 CONSULTANT shall designate a principal or a staff member within five days after receiving its Authorization to Proceed, or other directive from the CITY, a qualified licensed professional to service as the CONSULTANT's Project Manager (the "Consultant's Project Manager") . So long as the Consultant's Project Manager performs in a manner acceptable to CITY, and remains in CONSULTANT's employ, the Consultant's Project Manager shall remain in charge of all design and other services required under this Agreement, including attending meetings for the PROJECT, unless a substitution mutually acceptable to CONSULTANT and CITY is made. The Consultant's Project Manager shall be authorized and responsible to act on the behalf of CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 2.1.3 CONSULTANT has represented to the CITY it has expertise in the type of professional services that will be required for this PROJECT. CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the PROJECT or the services to be provided and performed by CONSULTANT. In the event of any conflicts in these requirements, CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.
- 2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.



- 2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.
- 2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the development of the PROJECT.
- 2.1.7 Independent of the PROJECT when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.
- 2.1.8 CONSULTANT shall prepare the Water Master Plan in accordance with the RFQ and in accordance with all applicable laws, codes, rules, regulations, ordinances, and standards.
- 2.1.9 CONSULTANT acknowledges that access to the Water Treatment Plant site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 2.1.10 CONSULTANT shall provide a written monthly progress report regarding to the PROJECT.

## **2.2 REIMBURSABLES:**

Reimbursables are those items authorized by the City in addition to the Basic Services and consist of actual expenditures made by the CONSULTANT and the CONSULTANT'S employees, Subconsultants, and Special Subconsultants in the interest of the PROJECT for the following purposes:

- a) Identifiable transportation expenses in connection with the PROJECT, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office, if the employee is relocated for more than ten consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Days Inn or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the PROJECT MANAGER, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.

- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.6 herein.

**ARTICLE 3**  
**SUBCONSULTANTS:**

(A) A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.1.

(B) All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the CONSULTANT and the Subconsultants, which shall contain provisions that preserve and protect the rights of the CITY and the CONSULTANT under this Agreement.

(C) Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The CONSULTANT acknowledges that Subconsultants are under its direction, control, supervision, retention and/or discharge.

(D) The CONSULTANT proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
<u>Mc Kim &amp; Creed, Inc.</u>	<u>Electrical Engineering</u>
<u>Tobon Engineering</u>	<u>Technical Advisor / Hydraulic Modeling</u>
_____	_____

The CONSULTANT shall not change any Subconsultant without prior approval by the DIRECTOR, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR



**ARTICLE 4**  
**THE CITY'S RESPONSIBILITIES:**

**4.01 INFORMATION FURNISHED:**

The CITY at its expense and insofar as performance under this Agreement may require, shall furnish the CONSULTANT with the following information or may authorize the CONSULTANT to provide the information:

- a) 2007 Water Master Plan.
- b) Available record drawings, specifications, shop drawings and O&M Manuals for existing water facilities.
- c) Current Hydraulic Model and GIS water facility shape files.
- d) Copy of current permits for the water facilities.
- e) The CITY shall furnish the above information or authorize the CONSULTANT to provide it as expeditiously as possible for the orderly progress of this PROJECT.

**4.02 PROJECT MANAGEMENT:**

- a) The DIRECTOR shall act on behalf of the CITY in all matters pertaining to this Agreement. The DIRECTOR shall approve all invoices for payment to the CONSULTANT.
- b) The Department of Public Utilities shall act as liaison between the Consultant and CITY. The DIRECTOR shall designate a PROJECT MANAGER from the Department of Public Utilities staff to have general responsibility for management of this PROJECT. The PROJECT MANAGER shall meet with the CONSULTANT at periodic intervals throughout the preparation of the PROJECT to assess the progress of the work in accordance with approved schedules. The PROJECT MANAGER shall also examine documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT'S work.
- c) If the City observes or otherwise becomes aware of any fault or defective work in the project or other nonconformance with Exhibits "A" and "B", the City shall give prompt notice to the CONSULTANT.

**ARTICLE 5**  
**BASIS OF COMPENSATION:**

**5.01 PROFESSIONAL SERVICE FEES:**

- A. CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, a lump sum amount of **\$1,265,885.00** for the PROJECT. However, as this PROJECT will be completed in two phases, payments to the



Consultant for services rendered for Phase 1 shall be in a lump sum amount of **\$728,745.00** and in accordance with the rate schedule attached as Exhibit "C" and paid in accordance with the payment provisions set forth in Article 6 herein. CONSULTANT acknowledges and agrees that for services to be rendered for Phase 2, payment shall be in a lump sum amount **\$537,140.00**. However, Phase 2 services are contingent upon the availability of funds pursuant to Chapter 30 of the City's Code of Ordinances and approval by the City Commission in FY 2022. CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the lump sum amount stipulated in this Agreement.

- 1) Personnel directly engaged on the PROJECT by the CONSULTANT may include engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, inspection, and other services pertinent to the PROJECT.
- 2) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications and plans, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the project. For all reimbursable services the CONSULTANT will apply the multiplier of one- (1.0) times the amount expended by the CONSULTANT. City authorized reproductions in excess of sets required for this PROJECT will be a Reimbursable Service.

## **ARTICLE 6**

### **PAYMENTS TO THE CONSULTANT:**

#### **6.01 PAYMENT FOR BASIC SERVICES:**

Payments for Basic Services may be requested monthly in proportion to services performed during the PROJECT.

CONSULTANT shall invoice CITY based upon the CONSULTANT's rate schedule set forth in Exhibit "C". Each invoice shall be due and payable 45 days after the CITY receives a correct, fully documented invoice, in a form substantially acceptable to the CITY with all appropriate cost substantiations attached. Invoices shall be sent to: **City of Hollywood Public Utilities, ECSD, 1621 N 14<sup>th</sup> Avenue, Hollywood, FL 33020.** CONSULTANT shall clearly state "Final Invoice" on CONSULTANT's last billing for the services rendered to the CITY. CONSULTANT's submission of a Final Invoice is its certification that all services have been properly performed and all charges and costs have been invoiced to the CITY. This account will be closed upon the CITY's receipt of the Final Invoice. CONSULTANT waives any charges not properly included in the Final Invoice and CONSULTANT'S acceptance of final payment shall constitute a full waiver of any and all claims, by it against the CITY arising out of this Agreement or otherwise related to this PROJECT, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. The CITY's payment of a Final Invoice shall not constitute evidence of the CITY's acceptance of CONSULTANT's performance of the services or its acceptance of any of CONSULTANT's work for this PROJECT. The CITY's review, approval, acceptance, or payment for any of CONSULTANT's services shall not be construed to: (i) operate as a waiver of any rights the CITY possesses under this Agreement; (ii) waive or

release any claim or cause of action arising out of CONSULTANT's performance or nonperformance of this Agreement. CONSULTANT shall be and will always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by CONSULTANT's negligent or wrongful performance or nonperformance of any of the services to be furnished under this Agreement.

#### **6.02 DEDUCTIONS:**

No deductions shall be made from CONSULTANT's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

#### **6.03 PROJECT SUSPENSION:**

If this PROJECT is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during the PROJECT, CONSULTANT shall be paid for services rendered which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If this PROJECT is resumed after having been suspended for more than three months, CONSULTANT's further compensation shall be subject to renegotiations.

### **ARTICLE 7 GENERAL PROVISIONS:**

#### **7.01 INDEMNIFICATION:**

CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement 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 Section 768.28, Florida Statutes. These provisions shall survive the expiration or earlier termination of this Agreement.

#### **7.02 INSURANCE:**

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain insurance as specified in the schedules shown below. CONSULTANT will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by CONSULTANT. As an alternative, CONSULTANT may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

CONSULTANT will not be permitted to commence work governed by this Agreement until satisfactory evidence of the required insurance has been furnished to the CITY as specified



below. Delays in the commencement of work, resulting from the failure of CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for CONSULTANT's failure to provide satisfactory evidence.

CONSULTANT shall maintain the required insurance throughout the entire term of this Agreement and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for CONSULTANT's failure to maintain the required insurance.

CONSULTANT shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance with endorsements; or
2. Certified copy of the actual insurance policy and endorsement policy.

CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to CITY by the insurer.

The acceptance and/or approval of CONSULTANT's insurance shall not be construed as relieving CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation and Professional Liability. In addition, CITY will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY's prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the CITY's Risk Manager.

Any sub-consultant shall supply such similar insurance required of CONSULTANT. Such certificates shall name the CITY, its employees and officials as additional insured on the general liability and auto liability policies.

#### **7.02A Insurance Limits of Liability:**

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

CONSULTANT shall furnish certificates of insurance to the Risk Manager for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that CONSULTANT has obtained insurance of the type, amount and classification

required by these provisions, in excess of any pending claims at the time of contract award to CONSULTANT. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30 day prior written notice to and approval by the CITY.

1. Commercial General Liability:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$ 2,000,000 per occurrence/\$4,000,000 aggregate

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000.00 per Person  
\$ 1,000,000.00 per Occurrence  
\$ 100,000.00 Property Damage

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

3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.



In addition, CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

- \$ 500,000.00 Bodily Injury by Accident
- \$ 500,000.00 Bodily Injury by Disease, policy limits
- \$ 500,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor CONSULTANT's status. CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on CONSULTANT's Excess Insurance Program.

If CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, CONSULTANT may be required to submit updated financial statements from the fund upon request from the CITY.

#### 4. Professional Liability (Errors and Omissions) Insurance:

Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, CONSULTANT shall purchase and maintain, throughout the life of this Agreement and for a period of three years beginning at the time work under this Agreement is completed, Professional Liability Insurance covering CONSULTANT's negligent acts, errors and/or omissions, including design errors of CONSULTANT, for damages resulting from a claim arising out of CONSULTANT's performance of professional services under this Agreement. In the event that any professional liability insurance required under this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement.

The minimum limits of liability shall be:

\$ 5,000,000 per Claim / \$ 5,000,000 Aggregate

#### 7.03 TIME FOR PERFORMANCE:

Services to be rendered by CONSULTANT shall commence subsequent to the issuance of an Authorization to Proceed from the CITY for all or any designated portion of the PROJECT and shall be performed and completed by June 30, 2023 with a 60 day close-out timeframe.



Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of the PROJECT will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by CONSULTANT for extra compensation

#### **7.04 TERMINATION OF AGREEMENT:**

CITY has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the CITY. CONSULTANT shall be paid in accordance with Section 6.04, provided that said documentation be turned over to CITY within ten business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

CONSULTANT shall have the right to terminate this Agreement, in writing, following breach by the CITY, if breach of contract has not been corrected within 60 days from the date of the CITY's receipt of a statement from CONSULTANT specifying its breach of its duties under this Agreement.

### **ARTICLE 8 MISCELLANEOUS**

#### **8.01 CONSULTANT'S ACCOUNT RECORDS:**

CITY reserves the right to audit CONSULTANT's accounts for bills submitted based upon the rate schedule and hourly rate during the performance of this Agreement and for five years after final payment under this Agreement. CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the DIRECTOR, to approve any requests for payment by CONSULTANT.

#### **8.02 OWNERSHIP OF DOCUMENTS:**

Documents supporting the Water Master Plan, including preliminary drafts of the plan, any plan documents, drawings, specifications, analysis, backup materials are and shall become the property of the CITY whether the PROJECT for which they are made is executed or not.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and

CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this subsection.

#### **8.03 MAINTENANCE OF RECORDS:**

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five year period noted above; provided, however such activity shall be conducted only during normal business hours.

#### **8.04 MODIFICATION OF AGREEMENT:**

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **8.05 EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

#### **8.06 SUCCESSORS AND ASSIGNS:**

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by CONSULTANT without the written consent of the CITY, acting by and through its City Commission.

CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

#### **8.07 TRUTH-IN-NEGOTIATION CERTIFICATE:**

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for the PROJECT to be compensated under the Lump Sum method, CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of this Agreement and issuance of the Authorization to Proceed. The original project price and any addition thereto will be adjusted to



exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within one year following the end of the PROJECT.

#### **8.08 PROHIBITION AGAINST CONTINGENCY FEES:**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **8.09 APPLICABLE LAW AND VENUE OF LITIGATION:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY pursuant to Article 8, subsection 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

#### **8.10 CONSULTANT'S STAFF:**

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services set forth in this Agreement. CITY may require in writing, that CONSULTANT remove from the services/work any of CONSULTANT's personnel, or any sub-consultants or subcontractors or any personnel of such sub-consultants or subcontractors engaged by CONSULTANT, that CITY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in the Agreement amount or contract time based on CITY's exercise of this provision will be valid. CONSULTANT shall indemnify and hold CITY harmless from and against any claim by CONSULTANT's personnel, sub-consultant's, subcontractors, or personnel of sub-consultant's or subcontractor's on account of CITY'S use of this provision.

#### **8.11 NOTICES:**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City Manager  
2600 Hollywood Blvd., Rm. 421  
Hollywood, Florida 33020

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

FOR CONSULTANT:

Arcadis US, Inc.  
630 Plaza Drive, Suite 200  
Highlands Ranch, CO 80129  
Attn: Leah K. Richter, Vice President

**8.12 INTERPRETATION:**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement 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 shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**8.13 JOINT PREPARATION:**

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**8.14 PRIORITY OF PROVISIONS:**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.



#### **8.15 MEDIATION; WAIVER OF JURY TRIAL:**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the PROJECT , and/or following the completion of the PROJECT , the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

#### **8.16 TIME:**

Time is of the essence in this agreement.

#### **8.17 COMPLIANCE WITH LAWS:**

CONSULTANT shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

#### **8.18 PUBLIC RECORDS LAW**

CONSULTANT acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and CONSULTANT acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by CITY to perform the services required under this Agreement;
- b) Upon request from the City's custodian of public records or his/her designee, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following the completion of this Agreement if CONSULTANT does not transfer the records to the CITY ; and
- d) Upon completion of this Agreement, CONSULTANT shall transfer, at no cost, to the CITY, all public records in possession of CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically



must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, [PCERNY@HOLLYWOODFL.ORG](mailto:PCERNY@HOLLYWOODFL.ORG).**

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the undersigned and the said CONSULTANT has caused this Agreement to be executed by the undersigned and the seal of the CONSULTANT set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

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

(SEAL)  
ATTEST

By: \_\_\_\_\_

Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

Approved By:

\_\_\_\_\_  
Melissa Cruz, Director of Financial Services

[THIS SPACE LEFT INTENTIONALLY BLANK]



PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR WATER MASTER PLAN

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

Name of Corporation

ARCADIS U.S., INC.

ATTEST:

Alan K. Ritt  
Secretary

By [Signature]  
VICE PRESIDENT



\_\_\_\_\_  
Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: \_\_\_\_\_

\_\_\_\_\_  
Legal name of Partnership

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Legal name (Title, if any)

WHEN THE CONSULTANT IS A JOINT VENTURE

\_\_\_\_\_  
Legal name of firm

\_\_\_\_\_  
Legal name firm

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal name and title

\_\_\_\_\_  
Legal name and title

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**EXHIBIT "A"**

**CITY'S RFQ No. \_\_\_\_\_ DOCUMENTS**



**EXHIBIT "B"**  
**CONSULTANT'S PROPOSAL**

**City Of Hollywood, Florida  
Department of Public Utilities**

**REQUEST FOR STATEMENTS OF  
QUALIFICATIONS**



**PROFESSIONAL ENGINEERING SERVICES FOR  
CITY OF HOLLYWOOD WATER MASTER PLAN UPDATE**

**PROJECT NO. 20-1336**

**March 2020**

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# **NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS**

## **PROFESSIONAL ENGINEERING SERVICES FOR CITY OF HOLLYWOOD WATER MASTER PLAN UPDATE**

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**NOTICE IS HEREBY GIVEN** that the City Commission of the City of Hollywood, Florida is advertising for statements of qualifications for the above-named professional services in accordance with Section 287.055, F.S. ("Consultant's Competitive Negotiation Act"). The statements of qualifications will be received by the City Clerk of the City of Hollywood, Florida, on or before (but not later than) **2:00 PM** Local Time on **Thursday, May 21, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **Thursday, May 21, 2020 at 2:30 PM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14<sup>th</sup> Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

A project introduction meeting by the Department of Public Utilities will be held on **Thursday, April 30, 2020 at 9:00 AM**, at the Water Treatment Plant, 3441 Hollywood Boulevard, Hollywood, Florida, 33020.

Questions shall be submitted via email by no later than **Thursday, May 7, 2020**; Attention: Wilhelmina Montero, P.E. ([wmontero@hollywoodfl.org](mailto:wmontero@hollywoodfl.org)). The telephone number for general information is (954) 921-3930.

It will be the sole responsibility of the Respondent to deliver personally, or by mail, his/her submittal on the completed Submittal Form to the Office of the City Clerk, at City Hall on or before the closing hour and date for the receipt of Documents as noted above. If a submittal is sent by mail, the Respondent shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for the receipt of the statements of qualifications. If the mail is delayed beyond the hour and date set forth above for the receipt of the statements of qualifications, the delayed submittal will not be considered and will be returned unopened.

A Cone of Silence is in effect with respect to this Request for Qualifications. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. For further information, please refer to Section 30.15(F) of the City of Hollywood Code of Ordinances.

The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit [www.hollywoodfl.org](http://www.hollywoodfl.org).

The City Commission reserves the right to reject any or all submittals, to waive informalities and to accept or reject all or any part of any submittal, as it may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 30<sup>th</sup> day of March 2020.



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CLECE AURELUS, P.E.,  
INTERIM ASSISTANT DIRECTOR  
DEPARTMENT OF PUBLIC UTILITIES  
CITY OF HOLLYWOOD



# **REQUEST FOR STATEMENT OF QUALIFICATIONS**

## **PROFESSIONAL ENGINEERING SERVICES FOR**

### **CITY OF HOLLYWOOD WATER MASTER PLAN UPDATE**

#### **I. INTRODUCTION:**

The City of Hollywood, Florida (City) is issuing a "Request for Statement of Qualifications" (RFQ) from highly experienced engineering firms. The intent of this RFQ is for the City to negotiate and enter into a contract with a consulting engineering firm to provide professional services to update the City's 2007 Water Master Plan.

The City of Hollywood is located in southeast Broward County, Florida on the Atlantic Coastal Ridge. The City is bounded on the north by the City of Dania, on the east by the Atlantic Ocean, on the west by the City of Pembroke Pines, and on the south by the Cities of Hallandale, Pembroke Park, and Miramar. The City's current water service area approximate population is 200,500 and is expected to grow modestly to 228,100 through 2040. The City's water treatment plant (WTP) treats water from their Biscayne Aquifer and Floridan Aquifer wellfields and water from Broward County's Biscayne Aquifer wells at the South Regional Wellfield (SRW).

Raw water from the City's Biscayne Aquifer wellfields is treated using lime softening (LS) and membrane treatment (MS) processes. The primary water treatment for the LS system is achieved by a process known as fluidized bed crystallization. The City's LS system consists of 12 fluidized bed crystallization units (Spiractors) followed by 18 dual media filters. The City's MS system consists of seven operational treatment trains and three available slots for future installation of additional MS trains. Raw water from the City's Floridan Aquifer wellfield is treated using reverse osmosis (RO). The City's RO system consists of four RO skids and four available slots to facilitate the installation of additional RO treatment trains.

The City has 18 million gallons of total finished water storage capacity including 2 MG stored in two separate 1 MG elevated storage tanks within the distribution system, 11 MG of ground storage on-site at the WTP, and 5 MG of ground storage located at the West Hollywood Storage and Pumping Facility. The City's distribution system has approximately 700 miles of water main pipe ranging from 2-inch to 36-inch diameter, and is comprised of a variety of materials, including cast iron, galvanized iron, polyvinyl chloride, ductile iron, and asbestos cement. The system has over 40,000 connections, over 2,500 fire hydrants, and over 7,500 valves.

The City currently has an InfoWater hydraulic water model which was last calibrated in 2017. Since then, major capital improvement projects have been completed, such as the replacement of the WTP's high service pumps as well as other improvements in the distribution system.



## **II. SCOPE OF SERVICES:**

The contract term will be for the duration of the different phases of the project for a period of 5 years. The Professional Engineering Consultant shall meet with the City's Department of Public Utilities staff to obtain background information and define the specific scope of services for the project.

The Consultant shall not proceed with work on any assignment without the issuance of written authorization to proceed(s) from the City. The authorizations to proceed will stipulate the fees and time schedule for each task of the assignment. The assignment of projects will be determined solely by the City, in keeping with the City's best interest.

The scope of work shall include, but shall not be limited to, the following:

- Conduct Condition Assessment of all water system components such as water treatment processes, storage facilities, pumping facilities and all other related facilities, etc.
- Develop the Water Master Plan reflecting all up to date water supply system
- At a minimum the report shall include, but not limited to the following sections:
  - i) Executive Summary
  - ii) Introduction and Background
  - iii) Characterization of Existing System
  - iv) Regulatory Review
  - v) Water Production and Demand Projection
  - vi) Water Distribution System Hydraulic Modeling Update and Calibration
  - vii) Water Treatment Capacity and Equipment Condition Assessment
  - viii) Water Distribution System Condition Assessment
  - ix) Recommended Improvements
  - x) Cost Evaluation of Proposed Improvements/ Develop a 10-Year Capital Improvement Plan

## **III. CLARIFICATIONS:**

1. Over the course of the "Request for Statement of Qualifications" process, any related contact with City staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.
2. Each Consultant shall examine all "Requests for Statement of Qualifications" documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the "Request for Statement of Qualifications" document is incorrect, obscure, or that additional information is needed, they should request such information or clarification by emailing the Project Manager, Wilhelmina Montero, P.E. at [wmontero@hollywoodfl.org](mailto:wmontero@hollywoodfl.org). The City will issue the appropriate addenda, if necessary, to all prospective Consultants via DemandStar website.

3. No oral change or interpretation of the provisions contained in this Request for Statement of Qualifications is valid. Written addenda will be issued when changes, clarifications, or amendments to the "Request for Statement of Qualifications" document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. It will be the sole responsibility of the Consultant to have his or her Submittal delivered to the Office of the City Clerk on or before the closing hour and date shown below for receipt of Submittals. If a Submittal is sent by mail, the Consultant shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown below for receipt of Submittals. Submittals thus delayed will not be considered and will be returned.
5. All materials submitted in response to the Request for Qualifications become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the Request for Qualifications whether amended or not and selection or rejection of the Submittal does not affect this right, provided however, that any Submittal that has been submitted to the City Clerk's Office may be withdrawn prior to Submittal opening time stated herein, upon proper identification and signature releasing Submittal Documents back to Consultant.

#### **IV. CONSULTANT SELECTION PROCESS:**

1. Interested Consultants shall submit their statement of qualifications and any other information required herein to the City of Hollywood, City Clerk's Office on or before the date and the time specified.
2. A Selection Committee will review and score the submittals based upon the Selection Criteria set forth in Section V. A minimum of three firms will be short-listed for oral interviews in the order of the scores received. The final score of the firm will be the sum of the scores received during the initial selection and for the oral interview. That score will be used to recommend the final ranking of the firms to the City Commission.
3. After the City Commission has determined the first, second, third, and etcetera ranked Consultants, the City will negotiate a scope and consulting contract with the top ranked firm. The final Contract negotiated between the Consultant and the City will incorporate the contents of this Request for Statement of Qualifications for Professional Engineering Consultant Services, the statement of qualifications submitted by the Consultant, and any other terms or conditions that the City in its judgment may seek to include by way of negotiation.



4. If the City is unable to negotiate a mutually satisfactory fee with the top ranked firm, the City may terminate negotiations with that firm and may undertake negotiations with the next firm and so forth until a satisfactory consulting fee is agreed upon.
5. Once negotiations on a mutually satisfactory consulting fee are successfully completed, the contract will be executed and "Consultant's Authorization to Proceed(s)" will be issued for the project assignment throughout the term of the Contract as set forth in this RFQ and the contract.

## **V. SELECTION CRITERIA:**

Interested firms shall be able to provide full Professional Engineering Consultant Services to the City using in-house and subconsultant staff. The firm must have a minimum of **ten** years of experience in Professional Engineering Consultant Services. Further, the submittal shall be evaluated based upon the following criteria:

1. **Expertise of Designated Staff (25 points)** - Rating to be based on information provided on experience related to the type of work. Designated staff must be noted and must currently be employees of the entities proposed. Rating to reflect more or less expertise in comparison with other competing firms.
2. **Previous Performance on Related Projects (30 points)** - Rating to be evaluated based on a list of similar jobs and resumes of staff involved and the overall capability of the firm to perform Conduct Condition Assessment of all water system components such as water treatment processes, storage facilities, pumping facilities and all other related facilities, design and construction management of Water Treatment Plant improvements. This will be evaluated by examining the qualifications and prior experience of the firm based upon the documentation submitted. Significant experience in performing substantially the same type of projects to receive the most points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in the Broward, Miami-Dade, Monroe, and Palm Beach Counties of Florida will be of primary interest to the City. The City may conduct telephone surveys to evaluate performances as viewed by references. For all referenced projects include:
  - Owner's name, address and telephone number
  - Original schedule and scope of project
  - Achieved schedule and scope of project
  - Number and brief description of change orders or amendments issued during the project. This shall include change orders for both engineering services and the subsequent construction work where applicable
  - Average turnaround time for request for information and shop drawing/Submittal approvals



- Experience managing State Revolving Fund and American Iron and Steel compliance documentation.
3. **Current and Projected Workload and Time Schedule to Complete Project (10 points)** - Rating should reflect the volume of work previously awarded to the firm by the City in the last 5 years, and all their workload both currently and projected for the firm, which must be spelled out in the submittal. Failure to note the workload and schedule may result in disqualification or awarding zero points. A schedule must be included.
  4. **Principal Location (5 points)** - Office location is based on ease of contract administration and responsiveness. However, to receive points the bulk of the work must be done in the local office. A greater Hollywood area office will receive the most points, with deviations for principal offices in other areas receiving less. Firms located significant distances will receive the fewest points.
  5. **Ability to Complete Project on Time (15 points)** - This is an indication of the ability of City projects to get full attention by the firm and workload priority. Comparisons of previous projects between scheduled and actual completion dates should be provided. Points will be given for completing work on time, and penalized for failure to complete work on time. Each submittal should have a bar chart with the referenced previous projects showing initial projected completion as well as actual project completion time frames. Respondent to provide references for their last 10 projects.
  6. **Ability to Complete Project on Budget (15 points)** - Each submittal must include a chart of the costs on previous projects as compared to the estimated costs prior to commencing work. This chart should be compared with the other statements of qualifications to measure ability to bring project in on budget. Substantially higher cost/estimates ratios would receive correspondingly less points, realizing that changes in scope may occur at the request of the owner.

## VI. SUBMITTALS:

Information to be submitted shall include the following:

Title Page: Show the Request for Statement of Qualifications Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

Table of Contents: Clearly identify the material by section and page number.

Letter of Transmittal: Limit to one or two printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.

- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

**Submittal Questionnaire (Attachment A)**

Profile of Consultant:

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc.
- d. Provide a list and description of similar municipal and other projects satisfactorily completed within the past five years. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance.
- e. Provide information on any litigation (settled or pending) the firm has been involved in within the last five years.
- f. Describe the experience in conducting similar projects for each of the staff assigned to the engagement. Describe the relevant educational background of each individual.
- g. Describe the organization of the proposed project team, stressing level of experience and qualification, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- h. Describe what municipal staff support is anticipated for this type of engagement.
- i. Describe your approach to performing the work. This should include your role and that of other parties involved in the data gathering, data analysis and recommendation process.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants' Competitive Negotiation Act and shall include a sample insurance certificate completely filled out, listing the Insurance Companies names for both Professional and General Liability Insurance and the Dollar amounts of the Coverage.



## **VII. ORAL PRESENTATION:**

Selected firms may present an oral overview of their approach to perform the condition assessment and the master plan and their ability to meet the City's required project needs. At a publicly advertised meeting, the oral presentation will be limited to 20 minutes after which a question and answer period not exceeding 20 minutes pertaining to specifics will commence. The oral interview will be evaluated based upon the following:

- 1. Knowledge of Project Site and Local Conditions (20 Points)** – Demonstrate knowledge of the project area characteristics as well as Federal and State Regulations, County, and City requirements, codes, and ordinances that apply to this project.
- 2. Proposed Project Staff Functions (20 Points)** - Indicate the organization of the design team, identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects.
- 3. Overall Approach and Methodology (15 Points)** - Explain in detail your approach to the project from initial data collection. Include methods used during the development of this project to resolve issues as well as methods of sequencing and coordination among your consultants to minimize conflict and errors.
- 4. Design Philosophy and Concepts (15 Points)** - Explain in detail your design philosophy and how it will be used to deliver a successful outcome in this specific project setting. Include details that will be analyzed and incorporated into the overall design. Explain how you will ensure that the project will be designed to include all the aspects the City desires. Describe how you have used innovative design concepts on other similar projects.
- 5. Cost Control and Value Engineering (20 Points)** - Demonstrate knowledge and experience in the development of facility master plans, municipal water infrastructure modeling and calibration and condition assessment, to insure optimum value in meeting the project requirements.
- 6. Schedule for Projects (10 Points)** - Present a schedule for a typical project indicating methodology for effectively managing and executing work while optimizing time.

**SIX COPIES OF ALL SUBMITTALS ALONG WITH ONE ELECTRONIC COPY SHALL BE RECEIVED IN THE CITY OF HOLLYWOOD CITY CLERK'S OFFICE NO LATER THAN 2:00 PM ON MAY 21, 2020 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.**



The address of the City Clerk's office is as follows:

City of Hollywood  
Office of the City Clerk  
2600 Hollywood Blvd., Room 221  
Hollywood, Florida 33020

The City of Hollywood reserves the right to accept or reject any or all submittals, to waive any irregularities, and to extend the deadline for submission when it is in the best interest of the City.

**VIII. ANTICIPATED SCHEDULE:**

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

<b>Advertise for Qualifications:</b>	<b>March 30, 2020</b>
<b>Submission Deadline, 2:00 PM:</b>	<b>May 21, 2020</b>
<b>Short list Notification for Oral Interviews:</b>	<b>June 11, 2020</b>
<b>Oral Interviews:</b>	<b>July 2, 2020</b>
<b>Commission Approval:</b>	<b>September 2, 2020</b>

**IX. NON COLLUSION/PROHIBITION AGAINST CONTINGENT FEES:**

The Consultant warrants that he 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 he 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 of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the Consultant.

**X. ASSIGNMENT:**

The Consultant shall not assign, transfer, or sublet all or any part of its interest in this Contract without the prior written consent of the City unless noted in this document.

**XI. KEY PERSONNEL:**

The Consultant shall designate the personnel to be assigned specifically to the performance of this work. At the time of Contract ratification, the City shall have the right to specify those key project personnel to whom the Consultant shall not be allowed to substitute other personnel without prior written permission of the City.

**XII. REPRESENTATIVE OF CITY AND CONSULTANT:**

The City and the Consultant shall each designate in writing the sole person through which all communication and correspondence pertaining to this Contract shall be addressed.

**XIII. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:**

The Consultant shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the work of the Consultant. The Consultant shall correct any inaccuracies, errors, or omissions found in its work without additional compensation.

1. The Consultant shall, at all times hereafter, indemnify, hold harmless, and defend the City, its agents, servants, and employees, from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
2. The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.
3. The provisions of this Section shall survive the expiration or earlier termination of this Contract

**Nothing in this Contract shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.**

**XIV. INSURANCE:**

1. The Consultant shall provide and maintain during the term of this Contract, the insurance coverage specified below. A certificate of insurance, as evidence of compliance, shall be delivered to the City of Hollywood prior to the execution of any Contract.



- a) Comprehensive General Liability Insurance with a combined single limit for bodily liability and property damage liability of not less than \$1,000,000 per occurrence. Coverage shall include contractual liability to cover the provisions for indemnification of the City and personal injury.
  - b) Automobile Liability including owned, non-owned and hired automobiles with a combined single limit for bodily injury liability and property damage liability not less than \$1,000,000 per occurrence.
  - c) Worker's Compensation with Florida statutory requirements and Employers Liability with limits of not less than **\$500,000**.
  - d) Professional Liability with limits not less than \$1,000,000. If coverage is provided on a claim made basis, then coverage must be continued for the duration of this Contract and for four years thereafter, or in lieu of continuation, provide an "extended reporting clause" for four years.
2. The City of Hollywood shall be named additionally insured on all coverage except Worker's Compensation and Professional Liability.
  3. The Certificate of Insurance shall state that the City of Hollywood will receive a minimum of 30 days' written notice prior to the effective date of any changes or cancellation of any insurance coverage required herein.
  4. Should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Consultant under the terms of this Contract, or find the Consultant in default and terminate this Contract.
  5. Said insurance shall be written by a company or companies licensed to do business in the State of Florida and rated no less than A- VI in the latest edition of "Best's Key Rating Guide," published by A.M. Best Company.



**V. TRUTH-IN-NEGOTIATION CERTIFICATE:**

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such contract Adjustments shall be made within one year following the end of this Contract.

**XVI. MAINTENANCE OF RECORDS:**

The Consultant and all subconsultants shall keep all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at all reasonable times during the Contract period and for three years from the date of final payment under this Contract, for inspection by authorized representatives of the City and applicable regulatory agencies, if any. Copies thereof shall be furnished, if requested, and the City shall pay a reasonable cost of reproduction. Incomplete or incorrect entries in such books and records will be grounds for the disallowance of any fees or expenses based on such entries.

**XVII. RIGHT TO REDUCE THE SCOPE OF WORK:**

The City reserves the right to reduce the scope of work under this Contract at any time, and if such is done, the total fees to Consultant shall be reduced in the same ratio as the estimated cost of the deleted work to the cost of the work as originally planned, or when appropriate, the Consultant's fees shall be re-computed for the reduced scope of work in the same manner used for determining the original fee, provided that if work has already been performed on the portion of services to be eliminated, the Consultant shall be paid for the actual time spent plus any associated direct expenses.

**XVIII. RIGHT TO TERMINATE:**

**The City reserves the right to terminate this Contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or the Contract terminated for any other reasonable value by the City for work delivered, or ready for delivery upon receipt thereof, such determination by the City shall be conclusive and binding.**



## **NOTICE TO ALL BIDDERS AND PROPOSERS**

### **Cone of Silence**

The City of Hollywood City Commission adopted Ordinance No. O-2007-05, which created Section 30.15(F) imposing a Cone of Silence for certain City purchases of goods and services.

The Cone of Silence refers to limits on communications held between vendors and vendor's representatives and City elected officials, management and staff during the period in which a Formal Solicitation is open.

The Ordinance does allow potential vendors or vendor's representatives to communicate with designated employees for the limited purpose of seeking clarification or additional information. The names and contact information of those employees that may be contacted for clarification or additional information are included in the solicitation.

The Cone of Silence does not prohibit a vendor or vendor's representative from communicating verbally, or in writing to the City Manager, the City Manager's designee, the City Attorney or the City Attorney's designee on those procurement items to be considered by the City Commission.

The Cone of Silence does not prohibit a vendor or vendor's representative from making public presentations at a duly noticed pre-bid conference or duly noticed evaluation committee meeting or from communicating with the City Commission during a duly noticed public meeting.

The Cone of Silence shall be imposed when a formal competitive solicitation has been issued and shall remain in effect until an award is made, a contract is approved, or the City Commission takes any other action which ends the solicitation.

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org>

**NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).**



## **INSURANCE REQUIREMENTS**

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

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

## **HOLD HARMLESS AND INDEMNITY CLAUSE:**

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**(Company Name and Authorized Signature, Print Name),**  
the contractor shall indemnify, defend and hold harmless the City of Hollywood, its elected and appointed officials, employees and agents for any and all suits, actions, legal or administrative proceedings, claims, damage, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following the completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the contractor, or anyone acting under its direction, control, or on its behalf in connection with or incident to its performance of the contract.

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**(Company Name and Authorized Signature, Print Name),**

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

## **OTHER CONSIDERATIONS**

Copies submitted may not be viewed until 30 days after opening date or notice of intent to award is posted.

## **EQUAL EMPLOYMENT OPPORTUNITY**

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

## **PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:**

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 15 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

## **ADA COMPLIANCE**

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

## **PUBLIC ENTITY CRIMES**

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."



## **DECLARATION**

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

## **DISCLOSURE OF CONFLICT OF INTEREST**

**Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.**

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.**

Name

Relationship

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.



**Attachment A**

**PROFESSIONAL ENGINEERING SERVICES  
FOR  
WATER MASTER PLAN  
SUBMITTAL QUESTIONNAIRE**

ENGINEERING SERVICES QUALIFICATION STATEMENT  
AND SUBMITTAL QUESTIONNAIRE

**PROJECT NAME: PROFESSIONAL ENGINEERING SERVICES  
FOR WATER MASTER PLAN**

**PROJECT NO.: 20-1336**

**1. FIRM NAME & OFFICE LOCATION (Mailing Address and Street Address)**

Name: \_\_\_\_\_

Mailing Address:

Street/PO

Box

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address (if different from above):

Street

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( ) - Ext Fax ( ) -

Primary E-Mail

Address: \_\_\_\_\_

Web Site

Address: \_\_\_\_\_

Contacts:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

**2. TYPE OF ORGANIZATION**

**A. Check One:**

☐ Corporation (complete Section B  
and G)

☐ Sole Proprietorship (complete  
Section D)

☐ Other (complete Section F and G)

☐ Partnership (complete Section C  
and G)

☐ Joint Venture (complete Section E  
and G)

**B. If a Corporation, State incorporated:**

Date \_\_\_\_\_ of \_\_\_\_\_  
Incorporation: \_\_\_\_\_

State in which

Incorporated: \_\_\_\_\_

If an out-of-state corporation that is currently authorized to do business in the State of Florida, give the date of such authorization: \_\_\_\_\_

Name and Titles of Principal Officers

Date Elected

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**C. If a Partnership, State formed:**

Date of  
Partnership: \_\_\_\_\_

Type of Partnership (General or  
Limited): \_\_\_\_\_

Names and Addresses of Partners: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**D. If Joint Venture, State formed:**

Date of Joint  
Ventureship: \_\_\_\_\_

Names and Addresses of Joint Venturers: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**E. If a Sole Proprietorship, State created:**

Name and Address of Sole Proprietor: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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**F. If other than above, please describe:**

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**G. Related Parent Company, Divisions, and Subsidiaries:**  
(Attach additional information on other office locations, if appropriate)

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- 
- 
- Please attach the following:
- a. Corporate Organization Chart
  - b. Resumes of Principal Staff
  - c. Corporate Family Tree
  - d. Company Brochure/Annual Report

**3. EMPLOYEES AND PERSONNEL** Provide a separate listing for personnel at the corporate (national) level, with the state (Florida) level and for the local office.

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Administrative				
Project Management				
Engineers				
Design/Drafting				
Computer Services				

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Clerical /Technicians				
Procurement				
Project Control and Estimating				
Construction Management				
Research and Development				

Local Office Location:

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Personnel in Organization by Discipline.

Discipline	Engineers		Designers
	Reg	Total	Total
Civil			
Sanitary			
Structural			
Mechanical			
HVAC			
Process			
Electrical			
Instrumentation			
Industrial			

**Discipline (Procurement)**

Capital Equipment Buyers  
 Subcontract Administrators  
 Bulk Material Buyers  
 Inspection/Expediting  
 Clerical/Technical Support

**Personnel**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Discipline (Construction Management)**

Field Superintendents  
 Home Office Management  
 Planners (Site, City, Community)  
 Architects  
 Other

**Personnel**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Maximum Man-Hours Available Per  
 Year: \_\_\_\_\_  
 Current Estimated Man-Hours Per  
 Year: \_\_\_\_\_

**4. FINANCIAL INFORMATION**

A. Attach a copy of current audited income statement and balance sheet.

**5. WORK EXPERIENCE:****A. Types of Services Provided (Check Yes or No)**

	<b>Yes</b>	<b>No</b>		<b>Yes</b>	<b>No</b>
Feasibility Studies	<input type="checkbox"/>	<input type="checkbox"/>	Stress Analysis*	<input type="checkbox"/>	<input type="checkbox"/>
Drawings					
Preparation of	<input type="checkbox"/>	<input type="checkbox"/>	Pipeline	<input type="checkbox"/>	<input type="checkbox"/>
Specifications					
Construction Mgmt.	<input type="checkbox"/>	<input type="checkbox"/>	Surveying	<input type="checkbox"/>	<input type="checkbox"/>
Services					
Process Problem	<input type="checkbox"/>	<input type="checkbox"/>	Direct Hire Field Construction	<input type="checkbox"/>	<input type="checkbox"/>
Analysis					
Energy Conservation	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Instrumentation &	<input type="checkbox"/>	<input type="checkbox"/>
Studies			Control		
Soil and Foundation	<input type="checkbox"/>	<input type="checkbox"/>	Process Design	<input type="checkbox"/>	<input type="checkbox"/>
Studies					
Foundation Design	<input type="checkbox"/>	<input type="checkbox"/>	Equipment Design	<input type="checkbox"/>	<input type="checkbox"/>
Structural Design	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Electrical	<input type="checkbox"/>	<input type="checkbox"/>
Testing Capability	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Piping Design	<input type="checkbox"/>	<input type="checkbox"/>
Detailed Mechanical	<input type="checkbox"/>	<input type="checkbox"/>	Construction Management	<input type="checkbox"/>	<input type="checkbox"/>



Procurement

☐☐

Inspection/Expediting

☐☐

**B. Drafting Method Utilized:**

\*Manual

☐

Computer

☐

If Computer, What  
Program: \_\_\_\_\_

**C. Please attach summaries for projects, related to the type of work to be awarded as a result of this submittal, completed by your firms including:**

- 1) Location of project and client
- 2) Description of project
- 3) Your scope of involvement in project
- 4) Contract type (e.g. reimbursable/fixed fee/fixed price)
- 5) Approximate value of contract
- 6) Duration of work
- 7) Project Manager Utilized

**6. EXPERIENCE WITH THE CITY OF HOLLYWOOD**

**A. Most Recent City of Hollywood Work Experience:  
(Date/Location/Description)**

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**B. Current City of Hollywood Engineering services agreement, if any:  
(Agreement Number/Expiration Date/Location/Description)**

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## 7. SUBCONTRACTED SERVICES:

List Subcontractor/ Sub-consultant firms expected to be utilized, and their portion of the work below:

Name of Firm	Area of work to be Performed under this agreement

Also, provide resumes of individuals from these firms whom the Subcontractors shall utilize for completion of the construction.

Identify those subcontractors that are Minority/Women's Business Enterprises and repeat required information in "Minority/Woman Business Participation", below for said Subcontractors. (THIS REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

## 8. BUSINESS SIZE AND CLASSIFICATION

### A. Size (check one)

☐ Small

A domestic concern that normally employs less than 500 persons, or as defined by section 3 of the Small Business Act.

☐ Large

A domestic concern which, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated and

which may be a division of another domestic or foreign concern.

**B. Classification** (check where applicable; may be more than one)

☐ Foreign:

A concern which is not incorporated in the United States or an unincorporated concern having its principal place of business outside the United States.

☐ Minority:

A business, at least 50% of which is owned by minority group members, or, in case of publicly owned businesses, at least 51% of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black-Americans, Hispanic-Americans, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts.

(THE REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

☐ Women:

A business that is at least 51% owned and controlled by a woman or women.

(THE REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

☐ Nonprofit:

A business or organization that has received nonprofit status under IRS Regulation 501C3.

☐ Sheltered:

A sheltered workshop or other equivalent business basically employing the handicapped.

Please indicate in the space below how your firm complies with the definitions selected above.

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**9. PROFESSIONAL ENGINEER'S LICENSE:**

Respondent must hold a valid State of Florida Professional Engineer's License to be considered a qualified bidder.

State of Florida Professional Engineer's License  
No.: \_\_\_\_\_

Date: \_\_\_\_\_

Primary  
Classification: \_\_\_\_\_



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**10. QUALIFICATION FORM PREPARED BY:**

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_



**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL 33019  
Phone (954) 921-3930 Fax (954) 921-3591

**ADDENDUM NUMBER 1**

Date: **April 28, 2020**

**FOR: REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)  
PROFESSIONAL ENGINEERING SERVICES FOR CITY OF HOLLYWOOD WATER  
MASTER PLAN UPDATE**

FILE NUMBER: **20-1336**

ALL RESPONDENTS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the RFQ package for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated March 30, 2020. The respondent shall coordinate all modifications herein with all trades and disciplines related to the RFQ package. **The respondent shall acknowledge receipt of this addendum per Item No. 4 of the "Respondent Check List" included in this addendum.** Failure to do so may subject Respondent to disqualification.

**Item 1: INTRODUCTORY MEETING CANCELLATION**

The project introduction meeting scheduled for **Thursday, April 30, 2020 at 9:00 AM**, at the Water Treatment Plant, 3441 Hollywood Boulevard, Hollywood, Florida, 33020, **is canceled.**

**Item 2: RESPONDENT CHECK LIST**

Refer to Exhibit 1 of this addendum for "Respondent Check List" to be included in RFQ Response Package.

**Item 3: PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT**

Refer to Exhibit 2 of this addendum for "Professional Engineering Consultant Services Agreement"



**CITY OF HOLLYWOOD  
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ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL 33019  
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**ADDENDUM NUMBER 1**

**Item 4: NOTES RELATED TO RELEVANT REQUEST RECEIVED FROM POTENTIAL RESPONDENTS**

1. Which information is required for the submittal: the information on the questionnaire that was attached, the list of information listed in the RFP text items a through i on page 8 or both?

**Response:** The information on the submittal questionnaire and the list of information listed in the RFQ document (items a through i on page 8) are required.

2. In the interest of the health and safety of our employees, clients and communities we are following the guidance from the CDC to promote social distancing and limit in-person contact until the coronavirus precautions are lifted. Therefore, would the City allow electronic submissions of our response to project # 20-1336?

**Response:** Electronic submittal will not be accepted.

3. Will the City still have the project introduction meeting at the Water Treatment Plant on Thursday, April 30, 2020 at 9:00 AM or will this be changed to a virtual meeting?

**Response:** No. This meeting is canceled.

4. Is there a planholder list available for this project?

**Response:** See Exhibit 3

5. Also, will there still be a site meeting on April 30<sup>th</sup> at the water treatment plant?

**Response:** No. This meeting is canceled.

ALL OTHER TERMS AND CONDITIONS IN THE RFQ PACKAGE SHALL REMAIN THE SAME.

Clece Aurelius, P.E.  
Interim Assistant Director  
Department of Public Utilities  
City of Hollywood





**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL 33019  
Phone (954) 921-3930 Fax (954) 921-3591

**ADDENDUM NUMBER 1**

**EXHIBIT 1. RESPONDENT CHECK LIST**

**THIS SHEET MUST BE SIGNED**

**RESPONDENT CHECK LIST**

**IMPORTANT:** Please read carefully, sign in the spaces indicated and return with your Submittal.

Respondent should check off each of the following items as the necessary action is completed:

1. The Submittal has been signed.
2. Any required descriptive literature, etc. have been included.
3. Any information required is included.
4. Any addenda have been signed and included.
5. The mailing envelope has been addressed to:  
Office of the City Clerk  
City of Hollywood  
P.O. Box 229045  
Hollywood, FL 33022-9045
6. The mailing envelope must be sealed and marked with Submittal Number, Submittal Title and Due date.
7. The Submittal will be mailed or delivered in time to be received no later than the specified due date and time. Otherwise Submittal cannot be considered.
8. Submittal includes:
  - a) Statement of current and projected workload
  - b) List of sub-consultants
  - c) Auditor's letter
  - d) Organizational chart
  - e) Litigation
  - f) Project schedule

**ALL COURIER-DELIVERED STATEMENTS OF QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET**

Company Name:

---

Signature and Title:

---

Date:

---

**PROJECT SUBMITTAL**

FROM: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

CITY OF HOLLYWOOD  
Department of Public Utilities  
c/o City Clerk  
2600 Hollywood Blvd.  
Hollywood, FL 33022-9045

RE: RFQ NO. 20-1336

To whom it may concern:

The undersigned, as Respondent, hereby declares that we have examined the Scope of Services and informed ourselves fully in regard to all conditions pertaining to the work to be done for the City of Hollywood's Consulting Services Contract – **PROFESSIONAL ENGINEERING SERVICES FOR CITY OF HOLLYWOOD WATER MASTER PLAN UPDATE**. The Respondent further declares that the only persons, company or parties interested in this Submittal or the Contract to be entered into as principals are named herein; that this Submittal is made without connection with any other person, company or companies making a Submittal; and it is in all respects fair and in good faith, without collusion or fraud.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the City.

The undersigned agrees that should this Submittal be accepted, to execute the contract and present the same to the City for approval within twenty (20) days after being notified of the awarding of the contract.

The undersigned further agrees that failure to execute and deliver said forms of contract within twenty (20) days, will result in damages to the City.



IN WITNESS WHEREOF, I have hereunto subscribed my name on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, in the County of \_\_\_\_\_, in the state of \_\_\_\_\_.

\_\_\_\_\_  
Respondent's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

Phone No.: \_\_\_\_\_

Address \_\_\_\_\_

City and State Zip \_\_\_\_\_

BY: \_\_\_\_\_  
Typed and Written Signature

\_\_\_\_\_  
Title



**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL 33019  
Phone (954) 921-3930 Fax (954) 921-3591

**ADDENDUM NUMBER     1**

**EXHIBIT 2. PROFESSIONAL ENGINEERING CONSULTANT SERVICES  
AGREEMENT**

# **CITY OF HOLLYWOOD, FLORIDA**

## **PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT**



### **WATER MASTER PLAN**

**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
PROJECT NO. 20-1336**





## **PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN THE CITY OF HOLLYWOOD, FLORIDA  
AND  
Vendor Name**

**PROFESSIONAL ENGINEERING SERVICES**

**Water Master Plan**

**THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Vendor Name, a corporation authorized to do business in the State of Florida ("Consultant").**

### **WITNESSETH:**

WHEREAS, the City issued RFQ No. \_\_\_\_\_ in accordance with Section 287.055, Florida Statutes, ("Consultants' Competitive Negotiation Act") seeking a firm to provide Professional Engineering Services for the development of a Water Master Plan; and

WHEREAS, on \_\_\_\_\_, 2020, the City Commission passed and adopted Resolution No. R-2020-\_\_\_\_\_ which awarded the contract to Consultant and authorized the execution of this Agreement between City and Consultant.

NOW, THEREFORE, the City and the Consultant, for the considerations herein set forth, agree as follows:

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### SCOPE OF SERVICES/TERM

CONSULTANT shall furnish professional engineering services for the development of a Water Master Plan in accordance with RFQ No. \_\_\_\_\_ attached as Exhibit "A", and the Consultant's Proposal, attached as Exhibit "B". The time for the performance of such services is set forth in Article 7 of this Agreement.

As set forth in the RFQ, the CONSULTANT shall develop a Water Master Plan based upon the timeline set forth in Exhibit "B", that includes but is not limited to:

- Conduct Condition Assessment of all water system components such as water treatment processes, storage facilities, pumping facilities and all other related facilities, etc.
- Develop the Water Master Plan reflecting all up to date water supply system
- At a minimum the report shall include, but not limited to the following sections:
  - i) Executive Summary
  - ii) Introduction and Background
  - iii) Characterization of Existing System
  - iv) Regulatory Review
  - v) Water Production and Demand Projection
  - vi) Water Distribution System Hydraulic Modeling Update and Calibration
  - vii) Water Treatment Capacity and Equipment Condition Assessment
  - viii) Water Distribution System Condition Assessment
  - ix) Recommended Improvements
  - x) Cost Evaluation of Proposed Improvements/ Develop a 10-Year Capital Improvement Plan

The term of this Agreement shall be for a five year period with an option to renew for two additional one year periods.

### ARTICLE 1 DEFINITIONS:

- 1.01 ADDITIONAL SERVICES: Those services defined in Section 2.5
- 1.02 BASIC SERVICES: Those Engineering services defined in Section 2.1.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into the agreement to provide professional services to the City. The consultant for this agreement is \_\_\_\_\_
- 1.06 N/A

- 1.07 DIRECTOR: The Director of the Department of Public Utilities having the authority and responsibility for management of the Project authorized under this Agreement.
- 1.08 INSPECTOR: An employee of the City assigned by the Director to make observations of work performed by the Consultant and any Contractor.
- 1.09 PROJECT: The Engineering Services relating to the development of a water master plan as outline in Exhibit "A" and as set forth in Exhibit "B".
- 1.10 PROJECT MANAGER: An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the overseeing of the PROJECT and this Agreement.

## **ARTICLE 2**

### **CONSULTANT SERVICES AND RESPONSIBILITIES:**

#### **2.1 BASIC SERVICES**

- 2.1.1 CONSULTANT shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of Florida, and such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by CONSULTANT. CONSULTANT shall submit, for approval by CITY, names of sub-consultants for each professional element of service of the PROJECT. Nothing in the foregoing shall create any contractual relationship between CITY and any sub-consultants employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.
- 2.1.2 CONSULTANT shall designate a principal or a staff member within five days after receiving its Authorization to Proceed, or other directive from the CITY, a qualified licensed professional to service as the CONSULTANT's Project Manager (the "Consultant's Project Manager") . So long as the Consultant's Project Manager performs in a manner acceptable to CITY, and remains in CONSULTANT's employ, the Consultant's Project Manager shall remain in charge of all design and other services required under this Agreement, including attending meetings for the PROJECT, unless a substitution mutually acceptable to CONSULTANT and CITY is made. The Consultant's Project Manager shall be authorized and responsible to act on the behalf of CONSULTANT with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 2.1.3 CONSULTANT has represented to the CITY it has expertise in the type of professional services that will be required for this PROJECT. CONSULTANT agrees that all services to be provided by CONSULTANT pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the PROJECT or the services to be provided and performed by CONSULTANT. In the event of any



conflicts in these requirements, CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

- 2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.
- 2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the development of the PROJECT.
- 2.1.7 Independent of the PROJECT when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.
- 2.1.8 CONSULTANT shall prepare the Water Master Plan in accordance with the RFQ and in accordance with all applicable laws, codes, rules, regulations, ordinances, and standards.
- 2.1.9 CONSULTANT acknowledges that access to the Water Treatment Plant site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 2.1.10 CONSULTANT shall provide a written monthly progress report regarding to the PROJECT.

## **2.6 REIMBURSABLES:**

Reimbursables are those items authorized by the City in addition to the Basic Services and consist of actual expenditures made by the CONSULTANT and the CONSULTANT'S employees, Subconsultants, and Special Subconsultants in the interest of the PROJECT for the following purposes:

- a) Identifiable transportation expenses in connection with the PROJECT, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office, if the employee is relocated for more than ten consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday



Inn, Days Inn or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.

- c) Identifiable communication expenses approved by the PROJECT MANAGER, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.6 herein.

### **ARTICLE 3** **SUBCONSULTANTS:**

(A) A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.1.

(B) All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the CONSULTANT and the Subconsultants, which shall contain provisions that preserve and protect the rights of the CITY and the CONSULTANT under this Agreement.

(C) Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The CONSULTANT acknowledges that Subconsultants are under its direction, control, supervision, retention and/or discharge.

(D) The CONSULTANT proposes to utilize the following Subconsultants:

NAME OF FIRM

CONSULTING SERVICE

_____	_____
_____	_____
_____	_____

The CONSULTANT shall not change any Subconsultant without prior approval by the DIRECTOR, in response to a written request from the CONSULTANT stating the reasons for

any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR

#### **ARTICLE 4** **THE CITY'S RESPONSIBILITIES:**

##### **4.01 INFORMATION FURNISHED:**

The CITY at its expense and insofar as performance under this Agreement may require, shall furnish the CONSULTANT with the following information or may authorize the CONSULTANT to provide the information:

- a) 2007 Water Master Plan.
- b) Available record drawings, specifications, shop drawings and O&M Manuals for existing water facilities,
- c) Copy of current permits for the water facilities.

##### **4.02 PROJECT MANAGEMENT:**

- a) The DIRECTOR shall act on behalf of the CITY in all matters pertaining to this Agreement. The DIRECTOR shall approve all invoices for payment to the CONSULTANT.
- b) The Department of Public Utilities shall act as liaison between the Consultant and CITY. The DIRECTOR shall designate a PROJECT MANAGER from the Department of Public Utilities staff to have general responsibility for management of this PROJECT. The PROJECT MANAGER shall meet with the CONSULTANT at periodic intervals throughout the preparation of the PROJECT to assess the progress of the work in accordance with approved schedules. The PROJECT MANAGER shall also examine documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT'S work.
- c) If the City observes or otherwise becomes aware of any fault or defective work in the project or other nonconformance with Exhibits "A" and "B", the City shall give prompt notice to the CONSULTANT.

#### **ARTICLE 5** **BASIS OF COMPENSATION:**

##### **5.01 PROFESSIONAL SERVICE FEES:**

- A. CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, an amount not to exceed \$\_\_\_\_\_. Payments to the Consultant shall be based upon the not to exceed amount in accordance with the rate schedule attached as Exhibit "C" and paid in accordance with the payment provisions set forth in Article 6 herein. . It is understood that the Consultant shall perform all services for the total compensation not to exceed amount. CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the not to exceed amount stipulated in this Agreement.



- 1) Personnel directly engaged on the PROJECT by the CONSULTANT may include engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to the PROJECT.
- 2) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications and plans, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the project. For all reimbursable services the CONSULTANT will apply the multiplier of one- (1.0) times the amount expended by the CONSULTANT. City authorized reproductions in excess of sets required for this PROJECT will be a Reimbursable Service.

## **ARTICLE 6**

### **PAYMENTS TO THE CONSULTANT:**

#### **6.01 PAYMENT FOR BASIC SERVICES:**

Payments for Basic Services may be requested monthly in proportion to services performed during the PROJECT.

CONSULTANT shall invoice CITY based upon the CONSULTANT's rate schedule set forth in Exhibit "C". Each invoice shall be due and payable 45 days after the CITY receives a correct, fully documented invoice, in a form substantially acceptable to the CITY with all appropriate cost substantiations attached. Invoices shall be sent to: **City of Hollywood Public Utilities, ECSD, 1621 N 14<sup>th</sup> Avenue, Hollywood, FL 33020.** CONSULTANT shall clearly state "Final Invoice" on CONSULTANT's last billing for the services rendered to the CITY. CONSULTANT's submission of a Final Invoice is its certification that all services have been properly performed and all charges and costs have been invoiced to the CITY. This account will be closed upon the CITY's receipt of the Final Invoice. CONSULTANT waives any charges not properly included in the Final Invoice and CONSULTANT'S acceptance of final payment shall constitute a full waiver of any and all claims, by it against the CITY arising out of this Agreement or otherwise related to this PROJECT, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. The CITY's payment of a Final Invoice shall not constitute evidence of the CITY's acceptance of CONSULTANT's performance of the services or its acceptance of any of CONSULTANT's work for this PROJECT. The CITY's review, approval, acceptance, or payment for any of CONSULTANT's services shall not be construed to: (i) operate as a waiver of any rights the CITY possesses under this Agreement; (ii) waive or release any claim or cause of action arising out of CONSULTANT's performance or nonperformance of this Agreement. CONSULTANT shall be and will always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by CONSULTANT's negligent or wrongful performance or nonperformance of any of the services to be furnished under this Agreement.



## **6.02 DEDUCTIONS:**

No deductions shall be made from CONSULTANT's compensation on account of liquidated damages assessed against contractors or other sums withheld from payments to contractors.

## **6.03 PROJECT SUSPENSION:**

If this PROJECT is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during the PROJECT, CONSULTANT shall be paid for services rendered which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If this PROJECT is resumed after having been suspended for more than three months, CONSULTANT's further compensation shall be subject to renegotiations.

# **ARTICLE 7 GENERAL PROVISIONS:**

## **7.01 INDEMNIFICATION:**

CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement 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 Section 768.28, Florida Statutes. These provisions shall survive the expiration or earlier termination of this Agreement.

## **7.02 INSURANCE:**

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain insurance as specified in the schedules shown below. CONSULTANT will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by CONSULTANT. As an alternative, CONSULTANT may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

CONSULTANT will not be permitted to commence work governed by this Agreement until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for CONSULTANT's failure to provide satisfactory evidence.

CONSULTANT shall maintain the required insurance throughout the entire term of this Agreement and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for CONSULTANT's failure to maintain the required insurance.

CONSULTANT shall provide, to the City, as satisfactory evidence of the required insurance, either:

1. Certificate of Insurance with endorsements; or
2. Certified copy of the actual insurance policy and endorsement policy.

CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All insurance policies must specify that they are not subject to cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to CITY by the insurer.

The acceptance and/or approval of CONSULTANT's insurance shall not be construed as relieving CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation and Professional Liability. In addition, CITY will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY's prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the CITY's Risk Manager.

Any sub-consultant shall supply such similar insurance required of CONSULTANT. Such certificates shall name the CITY, its employees and officials as additional insured on the general liability and auto liability policies.

#### **8.02A Insurance Limits of Liability:**

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

CONSULTANT shall furnish certificates of insurance to the Risk Manager for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that CONSULTANT has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to CONSULTANT. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30 day prior written notice to and approval by the CITY.

1. Commercial General Liability:



Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

\$ 2,000,000 per occurrence/\$4,000,000 aggregate

## 2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

\$ 1,000,000.00 Combined Single Limit (CSL)

If split limits are provided, the minimum limits acceptable shall be:

\$ 500,000.00 per Person  
\$ 1,000,000.00 per Occurrence  
\$ 100,000.00 Property Damage

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

## 3. Worker's Compensation Insurance:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

In addition, CONSULTANT shall obtain Employers' Liability Insurance with limits of not less than:

\$ 500,000.00 Bodily Injury by Accident  
\$ 500,000.00 Bodily Injury by Disease, policy limits



\$ 500,000.00 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

If CONSULTANT has been approved by the Florida's Department of Labor, as an authorized self-insurer, the CITY shall recognize and honor CONSULTANT's status. CONSULTANT may be required to submit a Letter of Authorization issued by the Department of Labor and a Certificate of Insurance, providing details on CONSULTANT's Excess Insurance Program.

If CONSULTANT participates in a self-insurance fund, a Certificate of Insurance will be required. In addition, CONSULTANT may be required to submit updated financial statements from the fund upon request from the CITY.

#### 4. Professional Liability (Errors and Omissions) Insurance:

Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, CONSULTANT shall purchase and maintain, throughout the life of this Agreement and for a period of three years beginning at the time work under this Agreement is completed, Professional Liability Insurance covering CONSULTANT's negligent acts, errors and/or omissions, including design errors of CONSULTANT, for damages resulting from a claim arising out of CONSULTANT's performance of professional services under this Agreement. In the event that any professional liability insurance required under this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement.

The minimum limits of liability shall be:

\$ 5,000,000 per Claim / \$ 5,000,000 Aggregate

#### 7.03 TIME FOR PERFORMANCE:

Services to be rendered by CONSULTANT shall commence subsequent to the issuance of an Authorization to Proceed from the CITY for all or any designated portion of the PROJECT and shall be performed and completed by \_\_\_\_\_ with a \_\_\_\_\_ day close-out timeframe.

Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of the PROJECT will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by CONSULTANT for extra compensation

#### **7.04 TERMINATION OF AGREEMENT:**

CITY has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the CITY. CONSULTANT shall be paid in accordance with Section 6.04, provided that said documentation be turned over to CITY within ten business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

CONSULTANT shall have the right to terminate this Agreement, in writing, following breach by the CITY, if breach of contract has not been corrected within 60 days from the date of the CITY's receipt of a statement from CONSULTANT specifying its breach of its duties under this Agreement.

### **ARTICLE 8 MISCELLANEOUS**

#### **8.01 CONSULTANT'S ACCOUNT RECORDS:**

CITY reserves the right to audit CONSULTANT's accounts for bills submitted based upon the rate schedule and hourly rate during the performance of this Agreement and for five years after final payment under this Agreement. CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the DIRECTOR, to approve any requests for payment by CONSULTANT.

#### **8.02 OWNERSHIP OF DOCUMENTS:**

Documents supporting the Water Master Plan, including preliminary drafts of the plan, any plan documents, drawings, specifications, analysis, backup materials are and shall become the property of the CITY whether the PROJECT for which they are made is executed or not.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this subsection.



### **8.03 MAINTENANCE OF RECORDS:**

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five year period noted above; provided, however such activity shall be conducted only during normal business hours.

### **8.04 MODIFICATION OF AGREEMENT:**

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

### **8.05 EXTENT OF AGREEMENT:**

This Agreement represents the entire and integrated agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

### **8.06 SUCCESSORS AND ASSIGNS:**

The performance of this Agreement shall not be transferred pledged, sold, delegated or assigned, in whole or in part, by CONSULTANT without the written consent of the CITY, acting by and through its City Commission.

CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

### **8.07 TRUTH-IN-NEGOTIATION CERTIFICATE:**

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for the PROJECT to be compensated under the Lump Sum method, CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of this Agreement and issuance of the Authorization to Proceed. The original project price and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within one year following the end of the PROJECT.



#### **8.08 PROHIBITION AGAINST CONTINGENCY FEES:**

CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement 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 CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

#### **8.09 APPLICABLE LAW AND VENUE OF LITIGATION:**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any suit or action brought by any party, concerning this agreement, or arising out of this agreement, shall be brought in Broward County, Florida. Each party shall bear its own attorney's fees except in actions arising out of CONSULTANT's duties to indemnify the CITY pursuant to Article 8, subsection 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

#### **8.10 CONSULTANT'S STAFF:**

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services set forth in this Agreement. CITY may require in writing, that CONSULTANT remove from the services/work any of CONSULTANT's personnel, or any sub-consultants or subcontractors or any personnel of such sub-consultants or subcontractors engaged by CONSULTANT, that CITY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in the Agreement amount or contract time based on CITY's exercise of this provision will be valid. CONSULTANT shall indemnify and hold CITY harmless from and against any claim by CONSULTANT's personnel, sub-consultant's, subcontractors, or personnel of sub-consultant's or subcontractor's on account of CITY'S use of this provision.

#### **8.11 NOTICES:**

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

City Manager  
2600 Hollywood Blvd., Rm. 421  
Hollywood, Florida 33020

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

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8.12 INTERPRETATION:**

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement 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 shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

**8.13 JOINT PREPARATION:**

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

**8.14 PRIORITY OF PROVISIONS:**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.



#### **8.15 MEDIATION; WAIVER OF JURY TRIAL:**

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the PROJECT , and/or following the completion of the PROJECT , the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

#### **8.16 TIME:**

Time is of the essence in this agreement.

#### **8.17 COMPLIANCE WITH LAWS:**

CONSULTANT shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

#### **8.19 PUBLIC RECORDS LAW**

CONSULTANT acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and CONSULTANT acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by CITY to perform the services required under this Agreement;
- b) Upon request from the City's custodian of public records or his/her designee, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the term of this Agreement and following the completion of this Agreement if CONSULTANT does not transfer the records to the CITY ; and
- d) Upon completion of this Agreement, CONSULTANT shall transfer, at no cost, to the CITY, all public records in possession of CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically



must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT: CITY CLERK'S OFFICE, 2600 HOLLYWOOD BOULEVARD, HOLLYWOOD, FLORIDA 33020 OR AT (954) 921-3211, [PCERNY@HOLLYWOODFL.ORG](mailto:PCERNY@HOLLYWOODFL.ORG).**

IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the undersigned and the said CONSULTANT has caused this Agreement to be executed by the undersigned and the seal of the CONSULTANT set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

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

(SEAL)  
ATTEST

By: \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY for the use and reliance  
of the City of Hollywood, Florida, only.

Approved By:

\_\_\_\_\_  
Douglas R. Gonzales, City Attorney

\_\_\_\_\_  
Cintya Ramos, Director of Financial Services

[THIS SPACE LEFT INTENTIONALLY BLANK]

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR WATER MASTER PLAN

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

\_\_\_\_\_  
Name of Corporation

ATTEST:

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: \_\_\_\_\_

\_\_\_\_\_  
Legal name of Partnership

Witness: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Legal name (Title, if any)



WHEN THE CONSULTANT IS A JOINT VENTURE

\_\_\_\_\_  
Legal name of firm

\_\_\_\_\_  
Legal name firm

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Legal name and title

\_\_\_\_\_  
Legal name and title

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**EXHIBIT "A"**

**CITY'S RFQ No. \_\_\_\_\_ DOCUMENTS**

**EXHIBIT "B"**  
**CONSULTANT'S PROPOSAL**



**EXHIBIT "C"**  
**CONSULTANT'S RATE SCHEDULE**

**EXHIBIT "D"**  
**CERTIFICATES OF INSURANCE**



**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
ENGINEERING AND CONSTRUCTION SERVICES DIVISION**

1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL 33019  
Phone (954) 921-3930 Fax (954) 921-3591

**ADDENDUM NUMBER 1**

**EXHIBIT 3. PLAN HOLDER LIST  
(As of April 22, 2020)**



Supplier Name	Phone	Fax
300 Engineering Group, P.A.	3056024602	
Arcadis U.S., Inc.	8133535709	8139039115
Ardaman & Associates, Inc	4078553860	4078598121
Baxter & Woodman	8154591260	8154591260
BCC Engineering	3056702350	
Bermello Ajamil & Partners, Inc. (Miami)	7864703815	3058603750
Black & Veatch	8132810032	8132810881
Calvin, Giordano & Associates, Inc.	9549217781	9549218807
Carollo Engineers	8138889572	
Caulfield & Wheeler, Inc.	5613921991	5617501452
CDM Smith	4076602552	4078751161
CES Consultants, Inc.	3058272220	3058271121
Chen Moore and Associates	9547300707	9547302030
Construction Journal, Ltd.	8007855165	8005817204
CPM North America	3058512001	
CSA Central, Inc.	3054615484	3054615494
Dodge Data	4133767032	
DRMP, Inc.	4078960594	4078964836
EAC Consulting, Inc.	3052655400	3052645507
Engenuity Group, Inc.	5616551151	5618329390
entram corp	9418759017	9418760458
F.R. ALEMAN & ASSOCIATES INC	3055918777	3055998749
Florida International Consulting Engineers Design, Inc	5612789969	5612789925
Gannett Fleming	6106508101	6106508190
Hazen and Sawyer	9549870066	9549872949
HBK Engineering, LLC	3124320076	3123768826
Jones Edmunds & Associates, Inc.	3523775821	3523773166
Keith and Associates, Inc.	9547883400	
Kimley-Horn and Associates, Inc.	5618450665	5618638175
McKim & Creed, Inc.	9192338091	9192338031
Miller Legg	9544367000	9544368664
Moffatt & Nichol	9197814626	9197814869
Pica Pipeline Inspection and Condition Analysis Corporation	4129994783	7804629378
Republic Construction Corp	5619002487	
Singhofen & Associates, Inc.	4076793001	4076792691
SRS Engineering, Inc.	3056628887	3056628858
Stantec Consulting Services, Inc.	3054452900	
Tetra Tech, Inc.- IER	4078393955	4078393790
The Corradino Group, Inc.	3055940735	3055940755
The Merchant Strategy, Inc.	5613159110	5613159110
TLC Engineering Solutions	4074871013	4078359926
Tobon Engineering	9544155594	9547528090
Toray Membrane US	8582182390	8584863063
Valerin Group	8137510478	8139254205
Victaulic	9547903816	
WGI, Inc.	5616872220	5616871110



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**ADDENDUM NUMBER 2**

Date: **May 14, 2020**

**FOR: REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)  
PROFESSIONAL ENGINEERING SERVICES FOR CITY OF HOLLYWOOD WATER  
MASTER PLAN UPDATE**

FILE NUMBER: **20-1336**

ALL RESPONDENTS BE ADVISED OF THE FOLLOWING CHANGES TO THE ABOVE REFERENCED PROJECT AS LISTED BELOW:

This addendum is issued as part of the RFQ package for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated March 30, 2020. The respondent shall coordinate all modifications herein with all trades and disciplines related to the RFQ package. **The respondent shall acknowledge receipt of this addendum per Item No. 4 of the "Respondent Check List" included in Addendum No. 1.** Failure to do so may subject Respondent to disqualification.

**Item 1: CHANGE IN RFQ DEADLINES**

The statements of qualifications will be received by the City Clerk of the City of Hollywood, Florida, on or before (but not later than) **2:00 PM** Local Time on **Monday, June 8, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **Monday, June 8, 2020** at **2:30 PM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14<sup>th</sup> Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

**Item 2: DELIVERY OF RFQ PACKAGE**

To assist in mitigating the 2019 Novel Coronavirus (COVID-19) potential exposure and transmission risks, City Clerk is not accepting personal delivery at this time. All RFQ packages need to be mailed to City Clerk of the City of Hollywood, or delivered to Records and Archives located in the Annex building on the west side of City Hall, 2600 Hollywood Boulevard, Hollywood, Florida, 33020. It is recommended that a delivery confirmation email be sent to the Project Manager, Wilhelmina Montero, P.E.





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**ADDENDUM NUMBER 2**

(wmontero@hollywoodfl.org) after you drop off the packages but before 2 PM on the submittal date.

**Item 3: WEBEX TELEPHONIC MEETING FOR ORAL PRESENTATION**

Oral Presentation will be conducted through WebEx telephone meeting. City will provide WebEx meeting link, dial in number and access code before the Oral Presentation. RFQ Respondent could present their files through sharing computer function during the WebEx meeting.

**Item 4: CHANGE IN RFQ ANTICIPATED SCHEDULE**

**RFQ, Page 10, Section VIII, "Anticipated Schedule", shall read as follows:**

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

<b>Advertise for Qualifications:</b>	<b>March 30, 2020</b>
<b>Submission Deadline, 2:00 PM:</b>	<b>June 8, 2020</b>
<b>Short list Notification for Oral Interviews:</b>	<b>July 2, 2020</b>
<b>Oral Interviews:</b>	<b>July 20, 2020</b>
<b>Commission Approval:</b>	<b>October 2020</b>

**Item 5: CHANGE RFQ SECTION V, "SELECTION CRITERIA"**

RFQ, page 6, Section V, "Selection Criteria", Item 2, shall read as follows.

2. **Previous Performance on Related Projects (30 points)** - Rating to be evaluated based on a list of similar jobs and resumes of staff involved and the overall capability of the firm to perform Conduct Condition Assessment of all water system components such as water treatment processes, storage facilities, pumping facilities and all other related facilities. This will be evaluated by examining the qualifications and prior experience of the firm based upon the documentation submitted. Significant experience in performing substantially the same type of projects to receive the most points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in the Broward, Miami-Dade, Monroe, and Palm Beach





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**ADDENDUM NUMBER 2**

Counties of Florida will be of primary interest to the City. The City may conduct telephone surveys to evaluate performances as viewed by references. For all referenced projects include:

- Owner's name, address and telephone number
- Original schedule and scope of project
- Achieved schedule and scope of project
- Number and brief description of change orders or amendments issued during the project. This shall include change orders for both engineering services and the subsequent construction work where applicable

**Item 6: CHANGE RFQ SECTION VII, "ORAL PRESENTATION"**

RFQ, page 9, Section VII, "ORAL PRESENTATION", Item 4, shall read as follows.

3. Master Plan Development Philosophy and Concepts (15 Points) - Explain in detail your Master Plan Development philosophy and how it will be used to deliver a successful outcome in this specific project setting. Include details that will be analyzed and incorporated into the overall Master Plan Development. Explain how you will ensure that the project will be implemented to include all the aspects the City desires. Describe how you have used innovative Master Plan Development concepts on other similar projects.

**Item 7: NOTES RELATED TO RELEVANT REQUEST RECEIVED FROM POTENTIAL RESPONDENTS**

1. The scope of services in section II calls for a master plan, while the selection Criteria Section V, Previous performance section references 'design and construction management of water treatment plant improvements'. Is the intent of this contract to have the selected firm provide design/construction services?

**Response:** Refer to Item 5 of this addendum.

2. The scope of services in section II calls for a master plan, while the selection Criteria Section V, Previous performance section references asks for information of all referenced projects to include 'average turnaround time for request for information and shop drawing/submittal approvals'. This is typically requested for



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**ADDENDUM NUMBER 2**

projects in construction. Typically Master Plan deliverables do not have this information. Can you please clarify?

**Response:** Refer to Item 5 of this addendum.

3. Section VII Oral Presentation, evaluation criteria '4. Design Philosophy and Concepts', can you please help us better understand the relevance of this criteria to the master planning solicitation?

**Response:** Please refer to Item 6 of this addendum.

4. Could the City grant a one week extension on the proposal due date?

**Response:** Refer to Item 1 of this addendum.

4. Can we can we show a percentage of total work vs. estimated number of hours for letter "g" on page 8?

**Response:** Percentage of total work is acceptable.


5. Are items 5 and 6 on page 7, which are listed as the selection criteria, required for the submittal as they don't seem to be indicated as required in any of the written descriptions, attachments or addenda?

**Response:** Yes, these items are required for the submittal.

6. Are the last 2 bullets listed for number 2 on the selection criteria required, as they relate more to construction projects vs. planning and design work which is the scope of this project?

**Response:** Refer to Item 5 of this Addendum.

ALL OTHER TERMS AND CONDITIONS IN THE RFQ PACKAGE SHALL REMAIN THE SAME.

  
\_\_\_\_\_  
Clece Aurelus, P.E.  
Interim Assistant Director  
Department of Public Utilities  
City of Hollywood

**EXHIBIT "B"**  
**CONSULTANT'S PROPOSAL**



## **CITY OF HOLLYWOOD WATER MASTER PLAN SCOPE November 6<sup>th</sup>, 2020**

### **WATER MASTER PLAN UPDATE SCOPE**

#### **PROJECT UNDERSTANDING**

The City of Hollywood (City) is located in the southeast portion of Broward County, Florida. It is bordered on the north by the City of Dania Beach, the City of Fort Lauderdale, and unincorporated portions of Broward County, on the east by the Atlantic Ocean, on the south by the City of Miramar, the City of Pembroke Park, and the City of Hallandale Beach, and on the west by the City of Pembroke Pines and the Conservation area (Everglades). As an enterprise fund, the City owns and operates a potable water system to supply safe and reliable drinking water to its water customers.

The City's current service area population is approximately 200,500 and is expected to grow modestly to 228,100 through 2040. The City's Department of Public Utilities operates or has service agreements for approximately 22 raw water wells (e.g. 14 Biscayne Aquifer wells and eight Floridan aquifer wells). Raw water is pumped to and treated at the City's Water Treatment Plant (WTP) located at 3441 Hollywood Blvd, Hollywood, FL 33021. At the WTP, the City currently treats an average 24.5 million gallons day (MGD) through the lime softening, membrane softening, or reverse osmosis processes prior to blending, storage and pumping into the distribution system. The distribution system includes approximately 700 miles of water main piping with diameters ranging from 2-in to 30-in diameter that are connected to two 1.0 million gallon (MG) elevated tanks and a booster station, the West Hollywood Pumping and Storage Facility (WHPS).

The last comprehensive Water Master Plan update was completed in 2007 and has been successfully applied by the City to guide expansion, rehabilitation, and replacement decisions. Since then, multiple amendments have been issued to the Water Master Plan to reflect major system changes such as facility expansions, water main replacement, and deep injection wells.

As part of the on-going planning cycle, the City now requires an update to the current Water Master Plan to assess and prioritize major assets that will require expansion, rehabilitation, or replacement in the next 20 years. The objective of the Water Master Plan update is to assess the current condition and remaining useful life of the water system assets, understand the growth and needs for new assets, and then identify prioritized projects that address aging infrastructure, consider climate change and sea level rise, improve reliability of service, enhance operational efficiencies, and provide for process optimization. The updated Water Master Plan will be developed using a living master plan approach that allows for dynamic reporting and future updates to the inputs and evaluations that drive the capital project planning within the Water Master Plan. This will be enabled using an Arcadis-developed application that will be customized for the City. The tool is relatively easy to use and maintain and only requires software and IT resources that are readily available at the City. After the completion of the Water Master Plan update, all data and the living master plan tool will be transferred onto and ultimately reside securely within the City's computer network.

## SCOPE OF WORK

The City has selected Arcadis U.S., Inc. (Arcadis) and its designated subconsultants (McKim & Creed and Tobon Engineering) to furnish professional engineering services for the Water Master Plan update. This includes overall project management, project initiation, demand and hydraulic evaluations, condition assessment, water plant performance evaluation, and compilation of CIP proposals into a comprehensive 20-year Water Master Plan (through 2040).

The work to be performed by Arcadis for the Water Master Plan Update will extend beyond the City's current Fiscal Year (FY), which ends on September 30, 2021. The scope of work has been separated into two phases to accommodate the City's FY funding requirements. Phase 1 tasks (noted below) will be conducted in FY2021 and Phase 2 tasks (also noted below) will be conducted in FY2022. Tasks and their associated funding are summarized in Attachment A.

### **TASK 1 – PROJECT MANGEMENT AND INITIATION**

#### **Task 1.1 – Project Management and Administration (PHASE 1 & 2)**

Arcadis shall provide for the coordination and management of the various tasks associated with fulfillment of the work. Project management effort includes Arcadis staffing, subconsultant coordination and oversight, budget and schedule management. Arcadis shall provide written monthly project status updates with each invoice in addition to updating the baseline schedule prepared under Task 1.3 to reflect progress.

On a monthly basis, Arcadis shall conduct a project status meeting conference call with the City. The intent of this meeting, that is typically planned for 1-hr, is to provide working and interim updates on active project tasks and solicit ad-hoc feedback where necessary. The Arcadis Project Manager (PM) will prepare an agenda in advance of each meeting and select task leaders and team members will attend the meeting each month to report on progress and obtain feedback from the City. The key decisions and discussions from the meeting will be captured on a master Decision/Action Items Log for tracking and resolution.

These services span both Phase 1 and 2. The funding allocated for Phase 2 (FY 2022) of this task is based on the project schedule described in the Schedule section and assumes continuation of the project between Phase 1 and 2 (i.e. no stoppage or deferral) and a timely issuance of Authorization to Proceed (ATP) for Phase 2 at the beginning of FY2022.

#### **Deliverable(s):**

- *Monthly Project Status Meeting Agenda*
- *Monthly Invoices*
- *Monthly Schedule Updates*
- *Decision/Action Items Log Updates*



### Task 1.2 – Data Collection and Request for Information (RFI) (PHASE 1)

Within 21 days from receipt of the ATP, Arcadis shall conduct a review of available and relevant project documentation and prepare a Request for Information (RFI) to characterize the existing condition and enhancement needs for various system components.

*Deliverable(s): Request for Information (RFI)*

### Task 1.3 – Project Initiation – Kick-off and Visioning/Goal Setting Workshop (PHASE 1)

Arcadis shall coordinate, schedule, prepare for, and conduct a combined kick-off and visioning/goal setting workshop (**Workshop No. 1**) to review the scope, schedule, budget, as well as roles and responsibilities for the project in addition to facilitating the vision and goal setting efforts for the project.

The workshop will be conducted using a Design Thinking Workshop format with key City stakeholders on the topic of water supply and future growth planning. Design thinking is an innovative, problem-solving approach that puts the human at the front and center of a problem, deeply exploring their challenges and needs. Under this task, Arcadis will plan, facilitate, and conduct a Kickoff and Visioning/Goal Setting Workshop to identify strategic solutions and potentially new ways to address the issue of future growth opportunities in collaboration with the City.

The expected outcomes of the 1-day, 8-hour workshop (or two, half-day sessions) are the following:

- Familiarize project stakeholders on the scope, schedule, budget, project team, communications protocols, and project methodology to deliver the project.
- Identify goals and vision for the future of the City's Service Area.
- Identify goals and success factors for the Master Plan Update.
- Introduce and define preliminary criteria and framework to be used in the evaluation, grouping and prioritization of recommended projects.
- Preliminary discussions on level of service (LOS) goals required to support and guide the overall decision process for investment in asset repair, Renewal and Replacement (R&R), and expansion. Example criteria include water quality, customer service, resiliency (including climate change and sea level rise implications), reliability, complexity, maintenance, staffing, cost, sustainability, and alignment with strategic plans. Detailed definition and refinement will be subsequently developed under the respective tasks.

*Deliverable(s):*

- *Meeting Agenda*
- *Workshop presentation and handouts*
- *Project Baseline Schedule*
- *Kick-off and Visioning/Goal Setting Workshop Meeting Summary*



## **TASK 2 – HYDRAULIC MODELING, FUTURE DEMAND PROJECTIONS, & WATER SUPPLY EVALUATION**

### **Task 2.1 – Hydraulic Model Update and Calibration (PHASE 1)**

The model update will incorporate the latest physical and operational changes to better reflect actual system infrastructure. This will include applying updated demand forecasts, factors and patterns, and aligning model response to changing conditions such as pump starts and stops to recent SCADA system data. The purpose of this task is to bring the model up-to-date with current conditions within the system. Arcadis will update the existing City of Hollywood Water Distribution System Model (last updated in 2018) to reflect recent improvements in the City's distribution system. This includes updating the model with updated GIS that reflect new and modified piping and the new pumps at the HSPS with their calibration curves at the HSPS. This task also includes a coordinated field effort to obtain updated pressure and hydrant flow data. Arcadis, supported by City field crews, will perform a field data collection effort consisting of up to 50 locations for pressure measurement for a one- week duration, up to 25 fire flow tests, and up to 25 pipe roughness coefficient tests. Locations and quantities will be identified in a Field Data Collection Plan provided to the City for review and approval prior to commencing the data collection. This task includes the following desktop and field efforts:

- GIS Review and Model Updates - Arcadis shall review GIS data and as-builts for updates that will impact the model. This will be accomplished by reviewing the City's current GIS database using our in-house Data Profiler tool and checking to identify missing data and connectivity gaps. This tool is specifically designed to flag connectivity issues which would prevent the hydraulic model from creating results. All system changes will be incorporated into the model.
- Model Demand Allocation - Arcadis shall review current customer demand information and integrate the demand into the water model. Arcadis shall review City-provided water usage data to update demand patterns for existing customers and projections for future supply needs.
- Model Calibration - Arcadis shall re-calibrate the City's InfoWater model to reasonably reflect current system conditions and align with industry guidelines (AWWA M32, 4<sup>th</sup> Edition) for a master planning level model. The target calibration goal for this project is for the model to be within 2.2 psi (5 feet of hydraulic grade line) for the daily average of every individual pressure monitor location. This includes pressure data collected by Arcadis as part of the field data collection effort, and data provided by the City from its SCADA system. Any data provided by the City must also include the elevation of the sensor and the City shall confirm the sensor is calibrated and accurate for the period that data is used for model calibration. Model calibration will utilize pump curves, pumping schedules, tank levels, and SCADA data. Pipe roughness coefficients (Hazen-Williams C-factors) were previously assigned to the City's distribution piping; these will be reviewed and adjusted, as necessary, utilizing the field data from this task.
- Field Data Collection – Arcadis shall coordinate and conduct a field collection exercise to collect flow testing and pressure data during a one-week duration. A field data collection plan will be provided for City review prior to commencement and all field activities will be coordinated with the City's operations staff in advance.

The summary of findings will be reviewed at the monthly project status meetings and the Decisions/Action Items Log will be updated as necessary.

#### **Deliverable(s):**

- *Field Data Collection Plan*

**Task 2.2 – Review Existing Available Planning Data (PHASE 1)**

Arcadis shall review existing planning documents and readily-available published data including: the previous City of Hollywood water demand projections from the latest Water Supply Plan, University of Florida Bureau of Economic and Business Research (BEBR) population projections for Broward County, US Census Bureau data, Regional Planning Commission data, City and County Utility Analysis Zone (UAZ) data, building permit and development requests, land use and future land use maps, and the latest Comprehensive Plan. Arcadis shall also obtain from discussion with the City additional anecdotal information on demands such as observed areas of growth or areas with slow to no growth.

The summary of findings will be reviewed during the monthly project status meetings and the Decisions/Action Items Log will be updated as necessary.

**Task 2.3 – Estimate Future Water Demands (PHASE 1)**

Using the information gathered and reviewed, Arcadis shall update population projections for the existing system for year 2020, and future conditions for years 2025, 2030, 2035, and 2040. Using these population projections, Arcadis shall estimate level-of-service (LOS) water demands for the current and future City service areas. Arcadis shall coordinate the population projections with the Broward County Comprehensive Plan and South Florida Regional Planning Council (SFRPC). Given the anticipated publication schedule, population projections will not consider the 2020 Census results.

Arcadis shall work with the City to assure congruency between the updated demand projections, the City's Consumptive Use Permit, and expectations of the South Florida Water Management District (SFWMD). Arcadis shall allocate the future demands to appropriate locations in the future expansion area based on the future land use maps and utilizing updated GIS. Demands shall be allocated for years 2025, 2030, 2035, and 2040.

**Task 2.4 – Distribution of Future Demands (PHASE 1)**

Arcadis shall spatially (geographically) and temporally (i.e., when demand is expected) locate future water demand projections, including those demands anticipated outside the current service area. This information will provide the basis for development of future modeling alternatives to be evaluated in Task 2.5. Arcadis shall utilize existing customers to appropriately weigh equivalent residential demand projections. Population and demand projections, and allocation of future demands shall be reviewed with the City during the monthly project status meetings and updated in the Decision/Action Items Log before proceeding to Task 2.5.

**Task 2.5 – System Supply Evaluation (PHASE 1)**

Arcadis shall review the City-defined LOS and other goals for the water system defined during Workshop No. 1 in addition to incorporating any regulatory-driven system infrastructure improvement needs. This evaluation will include a performance condition assessment to address the additional failure modes beyond mortality and will be conducted through staff interviews and a review of relevant documents and data collected during evaluations of linear assets in Task 3. The outcomes from the hydraulic model will also be incorporated in addition to staff interviews to score the other failure modes for the pipeline assets. All failure mode scoring and information will be stored in the Arcadis RRPS tool to support risk evaluation during Task 5.

Arcadis shall review and evaluate the City's groundwater supply, including the ability of the current supply to meet projected future demands in the context of the existing and future model scenarios. Arcadis shall evaluate the



City's existing well data, including regulatory data, to identify the most feasible location(s) of future supply wells (if necessary).

### **Task 2.6 – Distribution System Evaluation (PHASE 1)**

Arcadis shall identify and evaluate future alternatives to meet future system expansion needs for the planning periods using the InfoWater model to identify and rank potential expansion alternatives. Individual alternatives will be evaluated for feasibility using design standards and the Objectives and Policies from the City's Comprehensive Plan, compared to existing scheduled CIP projects, and prioritizing solutions in coordination with the City. Arcadis shall identify the size and route of future distribution system piping improvements, as well as the location, size, and elevation of future distribution storage facilities. Arcadis shall discuss with the City current water quality issues and operational challenges in the City's distribution system, including the manual operation of the WHPS and challenges for operating the WHPS and HSPS at the same time.

Model results for final scenarios will be compiled and presented for review. The results will be transferred to Task 3 to incorporate into the condition assessment that will also look at the distribution system R&R needs from a physical condition perspective. Capital projects and/or operational improvement alternatives will be identified as part of the evaluation to mitigate or address water quality and operational issues in Task 5.

*Deliverable(s): The summary of findings will be reviewed during the monthly project status meetings and the Decisions/Action Items Log will be updated as necessary.*

## **TASK 3 – CONDITION ASSESSMENT**

### **Task 3.1 – Condition Assessment Standards for Vertical and Linear Assets (PHASE 1)**

As directed by and in coordination with the City, Arcadis shall coordinate condition assessment standards and templates with the City's Asset Management consultant to ensure uniformity in the data collection. This includes attending up to two meetings via conference call and reviewing guidance documents provided as part of the Asset Management framework. Prior to commencing field and desktop assessments, Arcadis shall plan, schedule, and facilitate a 4-hour workshop (**Workshop No. 2**) with the City to discuss the standards and scoring for desktop pipeline condition assessments as well as the detailed facility (field) condition assessments at the wellfields, WTP, distribution storage, and distribution pumping facilities.

The goals of this workshop are to:

- Define what is considered an individual facility asset at the asset assembly level for condition assessment in support of capital planning and how the assets will be effectively grouped for analysis. This is slightly different from the current inventory and hierarchy in the City's Cityworks CMMS which is detailed to the asset component level.
- Finalize standard scoring and templates to be used for the facility condition assessment effort based on the selected levels of service as defined during the visioning and goal setting workshop.
- Finalize the desktop assessment methodology for the water mains using past failure history and available GIS attributes.
- Demonstrate the Arcadis RRPS tool as well as provide an overview of the data collection and evaluation approach will be discussed. This tool will be customized and adapted for the City's system and will be used to store the condition assessment data, support the overall risk analysis process for all water system assets, and present results.



Assumption(s):

- Data collection will be conducted using Fulcrum data collection software. This data will be associated with Cityworks Asset IDs and provided in MS Excel or Access to the City.
- Condition assessment will be conducted at the asset assembly level and not for all individual asset components.
- Specialty testing such as materials, corrosion, thermography, megger, oil analysis, and etc. will not be conducted.
- A City-controlled contingency is also included in the event that the condition assessment approach and standards established by the City differ significantly from the scope of work and assumptions described herein.

**Task 3.2 – Desktop Condition Assessment for Linear Assets (PHASE 1)**

The desktop pipeline condition assessment will cover approximately 700 miles of water mains and include an analysis of age, materials, diameters and past break history to understand potential factors causing failures such as corrosive soils, high groundwater tables, pressure surges, etc. Pipelines with similar behavior (e.g. cohorts) will be established and deterioration curves generated based on estimated useful life per cohort. The Arcadis RRPS tool will be configured to evaluate the condition of the pipelines through a desktop analysis leveraging the pipe attribute information available in the City's GIS, the past failure history from Cityworks or other data, interviews with knowledgeable staff, and applying any established service levels or industry standard decay curves to determine what year replacement is required to address physical condition. Their capacity and other service level failures will also be integrated into the analysis through the hydraulic model. Results of field scoring will be reviewed with the City during a regularly scheduled monthly project status meeting.

**Task 3.3 – Facility Condition Assessment (PHASE 1)**

Arcadis shall conduct assessments of the City's water system facilities utilizing multi-disciplinary teams walking through each facility and applying standard 1-5 scoring templates for each asset type of electrical, instrumentation, mechanical, buildings, and process structures. These templates will be loaded into a tablet-based data collection system, Fulcrum software, to expedite the data collection process and improve accuracy.

A pilot will be conducted at one process area at the WTP to validate the standards and make sure the output is effective for supporting an accurate master plan. The asset data from Cityworks will be loaded into Fulcrum in addition to the inspection templates by asset class. The pilot evaluation approach is as follows:

- Complete scoring and collect photos of each asset using the field tablet. Data collected will be uploaded daily for QA/QC to ensure data is acceptable for later analysis.
- The initial inventory will be updated by adding, marking for deletion, or modifying assets as needed based on the site visit.
- All data collected will be loaded in the Arcadis RRPS tool where decay curves by assets class can be configured to determine remaining useful life based on the observed conditions and defined service levels. All failure mode scoring and information will be stored in the RRPS tool to support risk evaluation during Task 5.

Once the pilot has been completed and reviewed with City staff, the approach will be finalized and the rest of the assets will be completed. The updated asset inventory stored within RRPS can be exported for upload into Cityworks for the City to incorporate the corrections and additions if desired. The facilities to be evaluated are as follows:

- Administration (including the Filter Building)
- Ammonia
- Deep Well Injection
- Distribution System Elevated Tanks
- Emergency Power
- Fluoride
- Ground Storage
- High Service
- West Pumping Facility
- Lime Softening
- Maintenance Shop
- MS/Reverse Osmosis Facility
- Reclaim
- SCADA
- Sodium Hypochlorite
- Vehicle
- Wells
- WTP/Grounds

It is assumed that the assessment will take approximately 10 days to complete and will be conducted in coordination with City staff. Results of field scoring will be reviewed with the City during a regularly scheduled monthly project status meeting.

**Deliverable(s):**

- Condition Assessment Templates
- Summary of Desktop Condition Assessment including scoring sheets
- Summary of Facility Condition Assessment including scoring sheets

**Assumption(s):**

- *Distribution Water Tank inspections (elevated tanks) are not included.*
- *Existing data and condition reports for existing wells, tanks and other major facilities will be used to supplement if available.*
- *Distribution system pressure monitoring stations are not included.*
- *Ground storage tank will be visually evaluated from the exterior and from accessible locations. No interior or confined entry will be performed.*
- *Inspections of wells will be limited to visual assessments of above-ground assets.*
- *Specialty testing such as materials, corrosion, thermography, megger, oil analysis, etc. will not be conducted.*

**TASK 4 – WATER TREATMENT PLANT PERFORMANCE EVALUATION**

Task 4 is scheduled to begin during Phase 1 (FY2021) and to be completed under Phase 2 (FY2022). Funding allocations have been designated for each subtask below and further detailed in Attachment A.



#### Task 4.1 – Performance Evaluations (PHASE 1 & 2)

The performance evaluation will build on the facility condition assessments and begin concurrently with Task 3. Arcadis shall leverage our past experience and knowledge of the WTP and begin the evaluation with a review of the WTP and system operating data for the past three years with a specific focus on the current operational practices and future needs. This includes plant flow, unit process regulatory and water quality performance data and chemical dosage and feed rate data. Arcadis will meet with WTP staff to discuss our initial observations and obtain input on their specific concerns and challenges. Arcadis shall note potential compliance challenges and identify treatment or operational strategies so that the City remains in compliance now and for future compliance. Where multiple compliance strategies are possible, Arcadis will review and identify the most appropriate alternative as part of alternatives analysis in Task 5.

This task includes the following evaluations and will culminate with the performance rating to be incorporated into the risk scoring in Task 5:

- Future Regulatory Summary – Arcadis will prepare a summary of future regulatory and water quality requirements, emphasizing those issues that are most critical to the City's system.
- Water Quality Performance Evaluation – Arcadis will summarize and evaluate the City's WTP processes and finished water quality goals, considering both compliance with existing and future regulatory requirements and optimizing operations. Arcadis will coordinate with City staff to re-confirm finished water quality goals meet desired treatment levels and enable consistent compliance with current and anticipated future regulatory requirements. Arcadis will summarize historical water quality performance and assess the capability of existing treatment practices to meet the long-term water quality objectives identified above. Arcadis will highlight any water quality goals, issues or constraints that may impact water quality performance relative to regulatory requirements.
- Treatment Capacity and Hydraulic Evaluation – Arcadis will evaluate improvements to maintain and/or increase production capacities at the City's system. As part of this assessment, Arcadis will define the capacities of the facility based on a hydraulic assessment, recommended design standards, state requirements and engineering judgement and experience. Potential constraints and hydraulic limitations will be identified and potential improvements to eliminate existing capacity constraints will be formulated and evaluated to ensure the facility can meet future capacity requirements.
- Reliability and Redundancy Evaluation – Arcadis will identify vulnerabilities within the treatment processes that can negatively impact plant performance. The evaluation will incorporate condition assessment results for individual assets in developing a comprehensive assessment of current and potential future process-related issues, including resiliency, redundancy, back-up power, maintenance issues and other factors identified during the condition assessment visits.
- Chemical Storage and Feed Systems Evaluation – Arcadis will review the chemical systems and chemical dosing practices to identify opportunities to optimize system performance and potentially reduce chemical usage. Under this task, Arcadis will review the sampling and monitoring protocols currently used for process control at the WTP and make recommendations where appropriate to improve process reliability or reduce operating costs.
- Energy and SCADA Optimization – Arcadis will complete an evaluation of the facility's power and SCADA systems including:
  - Review of electrical systems of pump and motor efficiencies for the major pumping operations (includes WHSP) to identify opportunities to improve energy efficiency and reduce operating costs. Arcadis will review the existing electrical rate schedule to confirm if there are opportunities



to develop a more cost-effective operating strategy. This includes evaluation of pumping scenarios from systems evaluation in Task 2.

- Review of SCADA system to determine the adequacy of the infrastructure as it relates to other similarly sized WTPs. This will be summarized in recommendations for an overall SCADA controls strategy that improves monitoring, control, safety, and the operations of processes throughout the WTP. This strategy can then be incorporated into future design contracts to provide consistency across the variety of capital improvement projects to be implemented at the WTP over the next few years.
- Utilities Evaluation – Arcadis will review supporting utilities, including electrical, lighting, HVAC, plumbing, controls, and instrumentation for compliance with existing codes, potential future building codes and regulatory requirements, safety, and their likelihood for failure. Arcadis will additionally provide the following:
  - Cost/benefit analysis of the ability to provide a renewable energy source, whether on plant property or other City property.
  - Evaluate of heat loading including the relocation of MV transformers to outdoors.
  - Evaluate for energy monitoring and trending of the facilities, acquiring real-time information for power quality and energy trending down to the motor level.
  - Evaluate for possible elevated arc-flash locations and recommendation for mitigation.

The performance evaluations results will be documented in a draft technical memorandum (TM). Following the workshop in Task 4.2, the final TM will be developed incorporating City comments and submitted for project record.

#### **Task 4.2 – Performance Evaluation Results Review (PHASE 2)**

Once the performance evaluations have been completed for all facility and pipeline assets, a 4-hour workshop (**Workshop No. 3**) will be held to discuss the findings and results. The draft TM from Task 4.1 will also be discussed during this workshop and comments from the City will be incorporated into the Final TM.

##### **Deliverable(s):**

- *Draft and Final TM Water Plant and Distribution Performance Evaluation Summary*
- *Materials and Meeting Summary for Workshop No. 3*

#### **TASK 5 – WATER MASTER PLAN UPDATE**

Following condition assessments and performance evaluations in the previous tasks, as well as the review of potential climate change and associated sea level rise risks performed as part of this task below, Arcadis shall develop risk-based capital improvement alternatives. The alternatives will be incorporated into the Water Plan Update under this task.

##### **Task 5.1 – Climate Change Impacts Review (PHASE 2)**

As a coastal community, the City has to consider the impacts of climate change and its implications are integral to near and long-term planning. Recently, Arcadis completed a preliminary assessment of hazards associated with sea level rise, tidal flooding, storm surge flooding up to a Category 5 storm at high tide, and groundwater risk as part of our previously-conducted America's Water Infrastructure Act (AWIA) efforts. This task builds on that recent work and shall include review of the City's 2020 Citywide Vulnerability Assessment and Adaptation Plan (CVAAP)

as well as other information available from Broward County's Climate Change Task Force and the regional Southeast Florida Climate Compact and incorporate into the Water Master Plan evaluations and planning. The analysis of the assets herein shall include inundation risk from sea level rise (SLR), storm surge (SS), and extreme precipitation (EP) as detailed and delineated in the CVAAP.

Following the climate change impact analysis, Arcadis shall incorporate the results and those from Task 3 and 4 into the risk evaluations conducted as part of Task 5.2 in order to align with assessments associated with condition, useful life, regulatory drivers, etc. to ensure the best decisions are being made at the right time. Finally, the prioritized assets will be developed into projects and alternatives in Task 5.2 and 5.3 which shall include the identification of limited design criteria (e.g. minimum elevations and locations) required to mitigate the anticipated impacts. In addition, the development of proposed projects to mitigate impacts for the existing assets will be completed as part of Task 5.3 as required including project schedule and cost estimates. The master plan update frequency based on the rate of projected climate change will also be recommended.

It is assumed that the City will provide Arcadis with the Citywide Vulnerability Assessment, inclusive of GIS shape files designating potentially at-risk geographic areas and the associated timing of such impacts. Arcadis shall overlay these files into our RRPS tool and configure a distinct failure mode in the RRPS as part of Task 5.2. Also, Sea Level Rise projections will be based on the 2019 update of the Unified Sea Level Rise Projection, Southeast Florida as prepared by the Southeast Florida Regional Climate Change Compact's Sea Level Rise Ad Hoc Work Group. Storm surge estimates shall be based on Category 3 events using standard data sets (e.g., NOAA, USACE, USGS, etc.).

#### **Task 5.2 – Asset Risk Evaluations (PHASE 2)**

Risk is defined as the product of the Likelihood of Failure (LoF) and Consequence of Failure (CoF). Arcadis shall assign a LoF and a CoF score to all assets in a range from 1 (low) to 5 (high). Therefore, the Risk score will range from 1 (1X1) to 25 (5X5). Arcadis scores each asset based on its LoF and CoF scoring, as finalized with the City. The LoF scoring is based on physical and performance condition assessment performed in the previous tasks. The CoF scoring includes triple bottom line factors related to financial, social, and environmental consequences of an asset failure. Pipeline CoF factors are typically based on diameter, depth, demand or pressure shortfall, proximity to major roads, railroads, environmentally sensitive areas and other natural or built structures that would be affected by a failure. Facility CoF factors are typically based on replacement cost, staffing requirements, potential for illness or injury, magnitude of disruption, product quality, permit compliance, and required response time. Results from the recently-completed risk and resilience assessment and Task 5.1 will be used to develop the CoF criteria. GIS spatial relationship are used to assign scores for the proximity and therefore require appropriate reference layers. Facility CoF scoring is performed through an interview process and document review.

A redundancy factor can be applied where multiple assets supporting the same process can afford some level of failure and still meet service levels. A redundancy factor >0 and <1 serves as a multiplier to reduce the CoF score. If no redundancy exists, this factor is set to 1.

The specific CoF and redundancy factors and supporting information will be defined through a workshop facilitated by Arcadis. Each asset will be assigned CoF scores for their related factors within the RRPS tool. Each asset will receive a final overall CoF score based on the maximum score from their individual factors and the redundancy.



The asset risk evaluation includes:

- CoF Workshop (**Workshop No. 4**) – Arcadis shall facilitate a 4-hour workshop for the pipeline and facility assets. The purpose of this workshop is to present and finalize methodology for scoring asset consequence of failure and related redundancy. Input from the City during the workshops will be incorporated into the final methodology.
- Perform Risk Scoring – The CoF scoring from this task and the LoF scoring from Tasks 2, 3 and 4 will be used to produce a Risk score ranging from 1 (low) to 25 (high) for each asset. This will represent the current risk profile and will serve as the principal means to prioritize capital planning.
- Risk Results Workshop (**Workshop No. 5**) – Once the risk results are completed, a 4-hour workshop will be held with City staff to review the results and understand which assets need attention due to risk in addition to end of life. Similar to the condition results review, a Microsoft Power BI interface to the RRPS tool will be used to visualize the data in five-year increments and over the next 20 years by geography or process area to facilitate discussions on needs and the scoring accuracy.

Deliverable(s):

- *Materials and Meeting Summary for Workshops No. 4 and No. 5*
- *Draft and Final Risk Scoring Summary*

**Task 5.3 – Project Alternatives Analysis and Cost Estimates (PHASE 2)**

Conceptual design alternatives will be developed, and business case evaluations will be completed based upon the asset condition and risk score results as well as the optimization opportunities identified. The business case will identify the project need, the alternatives considered and evaluated through a life cycle costs evaluation, the selected alternative cost and schedule, and document any condition or risk assessment data evaluated. For pipeline assets, the pipelines will be grouped by risk score, replacement year, and geography to identify specific pipes requiring replacement due to growth and condition. Unit costs per pipe diameter for all pipes will be estimated at a conceptual planning level to identify the CIP funding needs for pipelines. Recent City bids for pipeline construction as well as Arcadis databases will be used as a basis for the costs. All opinions of probable cost will be consistent with the Association for the Advancement of Cost Estimating (AACE) Class 5 estimates with contingencies appropriate to the degree of design development. Cost estimates will be developed primarily at the individual assets level. However, where appropriate, project level costs will be developed for major projects.

Arcadis will hold two, 4-hour alternatives review workshops with the City (**Workshops No. 6 and No. 7**) to review the major alternatives evaluated for WTP process improvements and linear assets respectively to achieve the LOS and efficiency goals. For pipelines, the review will focus on annual funding needs for various service level scenarios to select the best fit for the City balancing funding, condition and risk objectives. Comments from the City will be incorporated into the final selection of alternatives.

Deliverable(s):

- *Materials and Meeting Summary for Workshops No. 6 and No. 7*

Assumption(s):

- *Alternatives evaluations will be provided for up to five (5) major proposed projects.*
- *Business case evaluations will be completed for up to 20 proposed projects.*



#### Task 5.4 – Water Master Plan (PHASE 2)

Arcadis shall compile results into a Water Master Plan Report incorporating all of the work from the previous tasks in to a draft and final report for review by the City. A preliminary table of contents for the report is as follows:

- Executive Summary
- Introduction and Background
- Characterization of Existing System
- Water Supply and Demand Projections
- Water Distribution System Modeling
- Regulatory Review and Water Quality Evaluation
- Climate Change Impacts Review
- Water Supply Capacity, Equipment Condition and Risk Assessment
- Water Treatment Capacity, Equipment Condition and Risk Assessment
- Water Distribution System Desktop Condition and Risk Assessment
- Capital Improvements Plan (including schedules and cost estimates)

A 4-hour workshop (**Workshop No. 8**) will be held to review the Draft Water Master Plan Report. The City will review the draft submittal within 15 business days and provide written comments. Arcadis will schedule and conduct a workshop to review the draft submittal and comments with the City. Discussion and comments received at the workshop will be incorporated into the Final Water Master Plan and submitted for project close-out.

*Deliverable(s):*

- *Draft and Final Water Master Plan Report*
- *Materials and Meeting Summary for Workshop No. 8*

#### Task 5.5 – Living Master Plan Decision Support (RRPS) Tool (PHASE 2)

Arcadis shall provide the RRPS tool to the City including two training sessions and a user's manual so the database can be updated on a regular basis as conditions may change in terms of growth or extreme events. This allows for revisions to the inputs that support the Master Plan recommendations and be used to reprioritize existing CIP projects or identify new projects for including in CIP planning.

This tool requires basic skills in GIS to successfully change model assumptions or add new data from condition and risk assessments and rerun the outcomes. Arcadis will coordinate training sessions for the City staff to perform these updates. The first training session will cover all tasks a typical end-user would perform, including loading data, setting CIP parameters, defining cohort aging degradation, running funding scenarios and reviewing results. The second training session should be held two to four weeks later after City staff have used the tool. The second session will review the tool usage, address questions that arose after the first session and review how RRPS is integrated with a source system like Cityworks.

*Deliverable(s):*

- *Arcadis RRPS tool installation for use on up to five City computers.*
- *Microsoft Access RRPS results database*
- *Power BI template with full risk results*
- *RRPS User and Administrator Guide manual.*
- *RRPS Configuration document specific to the settings made for the City.*
- *Two, six-hour Training Sessions for City staff.*

Assumption(s):

- Availability of at least one City IT resource with detailed Cityworks, ArcGIS and SQL Server knowledge to facilitate setup and integration.
- ArcGIS 10.7 or higher desktop software is installed.
- Microsoft Power BI 2.84.981.0 or higher is installed.

**SCHEDULE**

The project schedule includes services that span both Phase 1 and 2. In addition, the scope of work includes prerequisite coordination and alignment with condition assessment standards and methodologies being developed by the City under a separate project. As a result, the project milestones below are contingent on timely issuance of Phase 1 ATP and Phase 2 ATP, and are subject to the impacts of coordination with and availability of guidance documents provided by other parties.

Arcadis shall commence Phase 1 upon receipt of written authorization from the City, which will constitute ATP. Submittals will be made in accordance with the project schedule provided below and in Figure 1. Arcadis estimates that the proposed scope of services (Phase 1 and Phase 2 combined) will be completed in approximately 67 weeks from receipt of the City's ATP. Arcadis shall prepare a project milestone schedule and present at the project kick-off meeting which will be updated and reported on during the monthly project status meetings. Estimates for completion of key milestones are as provided in the following table. Refer to Figure 1 for a preliminary schedule depicting tasks and the phasing timeline.

Project Tasks	Estimated Duration to Completion from Phase 1 ATP
Task 1 – PROJECT MANGEMENT AND INITIATION	13 weeks
Task 2 – DEMAND PROJECTIONS AND HYDRAULIC MODELING	35 weeks
Task 3 – CONDITION ASSESSMENT	35 weeks
Task 4 – WATER PLANT PERFORMANCE EVALUATION	43 weeks
Task 5 – WATER MASTER PLAN UPDATE	67 weeks

## Notes:

- 1) The preliminary project milestones are based on normal working schedules. Travel and schedule restrictions caused by national, state, and local government directives (e.g. Covid-19) may impact this schedule.
- 2) Project management activities will be performed throughout the duration of the project.
- 3) The schedule assumes the City will review and provide comments on deliverables within 15 business days.

Assumption(s):

- Task 3 completion milestone assumes the commencement of condition assessment planning and tool development within three (3) months of ATP. Accordingly, the schedule assumes that condition assessment standards and guidance documents will be provided to Arcadis by the City (and other consultants) within this timeframe in order to maintain the project schedule.

## EXHIBIT "B"

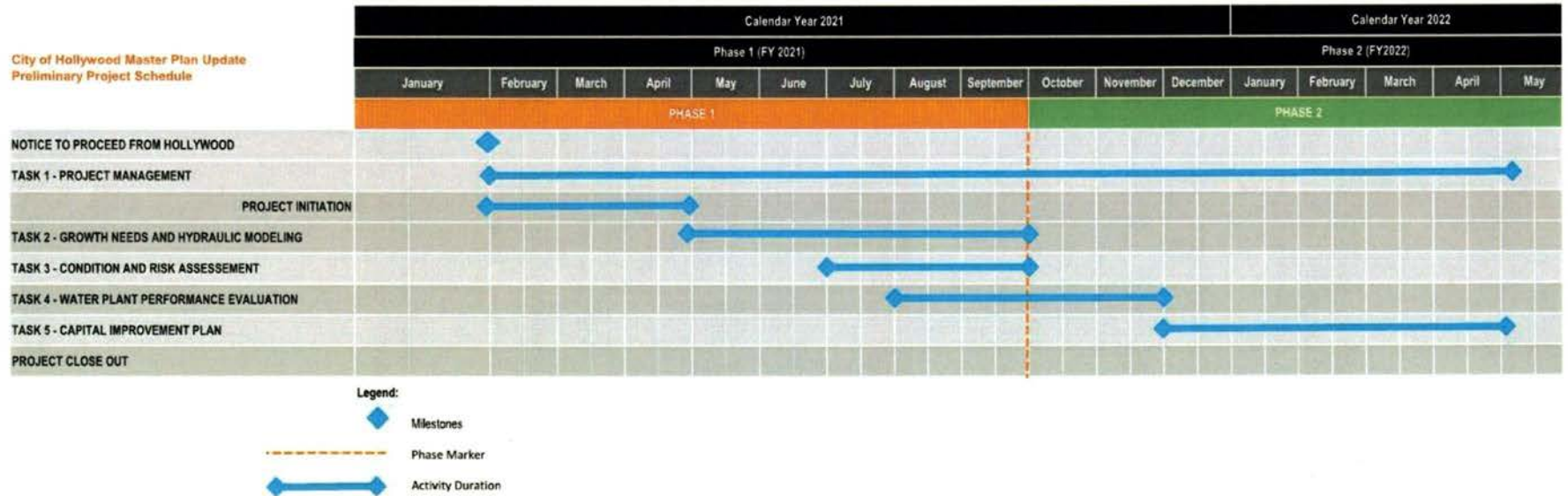


- *Due to COVID-19 uncertainties and changing preferences related to in person meetings, all workshops are planned to be conducted virtually except for one. Arcadis shall coordinate with the City on the specific timing and selection of which workshop will be selected for the in-person format.*
- *While the Master Planning tasks do take into consideration climate change and the potential associated sea level rise impacts as part of our risk analysis which ultimately drives development and prioritization of projects, it should be noted that detailed modeling for sea level rise/storm surge potential is not included and Arcadis shall rely upon the results of readily-available information as well as the recently-completed Citywide Vulnerability Assessment to be provided by the City.*



EXHIBIT "B"

Figure 1- Preliminary Project Phasing Timeline



## BUDGET AND INVOICING

The terms of compensation shall be in conformance with the terms of the Agreement \_\_\_\_\_ dated \_\_\_\_\_, 2020 between the City and Arcadis U.S., Inc. The total lump sum fee for this project (Phase 1 and Phase 2) is \$1,265,885. A breakdown of this lump sum fee is enclosed as Attachment A and B. The project will be billed monthly on a percent complete basis.

Arcadis shall commence services associated with this scope of work upon receipt of Phase 1 ATP anticipated to be issued by or before February 1, 2021. Since the work to be performed by Arcadis for the Water Master Plan Update will extend beyond the City's current Fiscal Year (FY2021), which ends on September 30, 2021, selected tasks will be initiated and funded in FY2021 (Phase 1) and will be continued and completed in FY2022 (Phase 2). This fee assumes that Phase 2 commences in a timely manner beginning in FY2022 (October 1, 2022). The following presents a summary of the scope of services and funding allocations by Phase 1 and Phase 2, respectively. For detailed breakdown by tasks, refer to Attachments A and B. Attachment C provides our subconsultant team members' task order proposals.

The task breakdown for the lump sum fee by phase is as follows:

Task	Phase 1 - FY2021	Phase 2 - FY2022
Task 1 – PROJECT MANGEMENT AND INITIATION	\$114,172.00	\$72,426.00
Task 2 – DEMAND PROJECTIONS AND HYDRAULIC MODELING	\$183,351.00	
Task 3 – CONDITION ASSESSMENT	\$286,185.00	
Task 4 – WATER PLANT PERFORMANCE EVALUATION	\$123,917.00	\$54,154.00
Task 5 – WATER MASTER PLAN UPDATE		\$410,560.00
Subtotal	\$707,625.00	\$522,370.00
Contingency <sup>1</sup>	\$21,120.00	
Subtotal Phase	\$728,745.00	\$537,140.00
<b>Total</b>		<b>\$1,265,885</b>

### Notes:

- 1) This contingency is controlled by the City and is reserved for changes or additional services related to conditional assessment standards or Asset Management framework (developed by others) that vary significantly from the scope of work presented herein.

Attachment A  
Detailed Fee Breakdown by Subtask

TASK NO	TASK DESCRIPTION	PHASE 1				PHASE 2				PHASE 1	PHASE 2	Total
		ARCADIS	McKim&Creed	Tobon Eng.	ODC	ARCADIS	McKim&Creed	Tobon Eng.	ODC	Subtotal	Subtotal	
Task 1	<b>PROJECT MANGEMENT AND INITIATION</b>	\$ 81,800	\$ 20,062	\$ 6,317	\$ 5,993	\$ 54,840	\$ 13,375	\$ 4,211	\$ -	\$ 114,172	\$ 72,426	\$ 186,598
	1.1 Project Management and Administration	\$ 36,560				\$ 54,840						
	1.2 Data Collection and Request for Information (RFI)	\$ 12,480										
	1.3 Kick-off and Visioning/Goal Setting Workshop	\$ 32,760										
Task 2	<b>HYDRAULIC MODELING, FUTURE DEMAND PROJECTIONS, AND WATER SUPPLY EVALUATION</b>	\$ 157,455	\$ -	\$ 21,056	\$ 4,840	\$ -	\$ -	\$ -	\$ -	\$ 183,351	\$ -	\$ 183,351
	2.1 Hydraulic Model Update and Calibration	\$ 38,000										
	2.1.1 Field Data Collection	\$ 56,995										
	2.2 Review Existing Available Planning Data	\$ 13,920										
	2.3 Estimate Future Water Demands	\$ 8,010										
	2.4 Distribution of Future Demands	\$ 13,650										
	2.5 System Supply Evaluation	\$ 11,460										
	2.6 Distribution System Evaluation	\$ 15,420										
Task 3	<b>CONDITION ASSESSMENT</b>	\$ 246,680	\$ 33,391	\$ 2,004	\$ 4,110	\$ -	\$ -	\$ -	\$ -	\$ 286,185	\$ -	\$ 286,185
	3.1 Condition Assessment Standards	\$ 29,320										
	Contingency for Standards Modifications (B&V) (See bottom Line)	\$ -										
	3.2 Desktop Condition Assessment for Linear Assets											
	Planning and Preparation	\$ 7,200										
	Desktop Analysis	\$ 34,512										
	Data Processing and Reporting	\$ 38,240										
	3.3 Facility Condition Assessment											
	Planning and Preparation	\$ 10,800										
	Field Data Collection	\$ 86,768										
	Data Processing and Reporting	\$ 39,840										
Task 4	<b>WATER TREATMENT PLANT PERFORMANCE EVALUATION</b>	\$ 86,740	\$ 35,195	\$ 1,504	\$ 478	\$ 40,440	\$ 11,732	\$ 1,504	\$ 478	\$ 123,917	\$ 54,154	\$ 178,071
	4.1.1 Future Regulatory Summary	\$ 18,380										
	4.1.2 Water Quality Performance Evaluation	\$ 15,500										
	4.1.3 Treatment Capacity and Hydraulic Evaluation	\$ 19,180										
	4.1.4 Reliability and Redundancy Evaluation	\$ 17,260										
	4.1.5 Chemical Storage and Feed Systems Evaluation	\$ 16,420										
	4.1.6 Energy and SCADA Optimization					\$ 7,360						
	4.1.7 Utilities Evaluation					\$ 5,440						
	4.2 Condition Assessment and Performance Evaluation Results					\$ 27,640						
Task 5	<b>WATER MASTER PLAN UPDATE</b>	\$ -	\$ -	\$ -	\$ -	\$ 348,340	\$ 51,206	\$ 9,024	\$ 1,990	\$ -	\$ 410,560	\$ 410,560
	5.1 Climate Change Impacts Review					\$ 6,600						
	5.2 Asset Risk Evaluations (Prioritized CIP)					\$ 81,060						
	5.3 Project Alternatives Analysis and Cost Estimates					\$ 110,970						
	5.4 Water Master Plan Compilation					\$ 107,590						
	5.5 Living Master Plan Decision Support (RRPS) Tool					\$ 42,120						
<b>Subtotal</b>		\$ 572,675	\$ 88,648	\$ 30,881	\$ 15,421	\$ 443,620	\$ 76,313	\$ 14,739	\$ 2,468			

	Phase 1	Phase 2
<b>Subtotal Phase</b>	\$ 707,625	\$ 537,140
Contingency for Condition Assessment Standards	\$ 21,120	
<b>Total By Phase</b>	<b>\$ 728,745</b>	<b>\$ 537,140</b>
<b>Water Master Plan Total (including contingency):</b>	<b>\$ 1,265,885</b>	



Contract Labor Category		Hours	Billing Rate (\$ / hr)	Cost	Fee / Task	Total Fee
						\$ 1,265,885.00
Arcadis Labor					\$	1,016,295.00
Subconsultant Costs					\$	210,581.00
Other Direct Expenses					\$	17,889.00
Contingency (City Controlled)					\$	21,120.00
<b>1 Project Management and Initiation</b>						\$ 186,598.00
<b>Labor Subtotal</b>					\$	136,640.00
Melissa Pomales, P.E.	Senior Officer	16	\$ 280.00	\$ 4,480.00		
Leah Richter, P.E.	Company Officer	34	\$ 240.00	\$ 8,160.00		
Celine Hyer, P.E.	Technical Expert	24	\$ 240.00	\$ 5,760.00		
Jim Cooper, P.E.	Technical Expert	2	\$ 240.00	\$ 480.00		
Rebecca Slabaugh, P.E.	Technical Expert	44	\$ 240.00	\$ 10,560.00		
Greg Osthus, P.E.	Technical Expert	16	\$ 240.00	\$ 3,840.00		
Tung Nguyen P.E.	Project Manager	318	\$ 220.00	\$ 69,960.00		
Michael Knowles, P.E.	Senior Engineer	20	\$ 200.00	\$ 4,000.00		
Sean Chaparro, P.E.	Senior Engineer	20	\$ 200.00	\$ 4,000.00		
Joan Fernandez, P.E.	Lead Engineer	12	\$ 220.00	\$ 2,640.00		
Chris Heltzel	Lead Engineer	4	\$ 220.00	\$ 880.00		
Lauren DaCunha	Project Engineer 2	20	\$ 130.00	\$ 2,600.00		
Lia Dombroski	Project Engineer 2	61	\$ 130.00	\$ 7,930.00		
Danielle McKenna	Senior Technician	30	\$ 115.00	\$ 3,450.00		
Mindy Mondesir	Administrative 3	79	\$ 100.00	\$ 7,900.00		
<b>Subcontractor Labor Subtotal</b>					\$	43,965.00
McKim & Creed					\$	33,437.00
Tobon Engineering					\$	10,528.00
<b>Other Direct Expenses</b>					\$	5,993.00
Travel (airfare, hotel, etc.)					\$	5,618.00
Miscellaneous Expenses (reproduction, postage, other)					\$ -	\$ 375.00
<b>2 Hydraulic Modeling, Future Demand Projections, and Water Supply Evaluation</b>						\$ 183,351.00
<b>Labor Subtotal</b>					\$	157,455.00
Jim Cooper, P.E.	Technical Expert	40	\$ 240.00	\$ 9,600.00		
Michael Knowles, P.E.	Senior Engineer	124	\$ 200.00	\$ 24,800.00		
Marc Killingstad, P.E.	Lead Engineer	16	\$ 220.00	\$ 3,520.00		
Lauren DaCunha	Project Engineer 2	402	\$ 130.00	\$ 52,260.00		
Anusha Kadudula	Project Engineer 1	585	\$ 115.00	\$ 67,275.00		
<b>Subcontractor Labor Subtotal</b>					\$	21,056.00
McKim & Creed					\$	-
Tobon Engineering					\$	21,056.00
<b>Other Direct Expenses</b>					\$	4,840.00
Travel (airfare, hotel, etc.)					\$	4,840.00
Miscellaneous Expenses (reproduction, postage, other)					\$ -	\$ -
<b>3 Condition Assessment</b>						\$ 286,185.00
<b>Labor Subtotal</b>					\$	246,680.00
Leah Richter, P.E.	Company Officer	4	\$ 240.00	\$ 960.00		
Celine Hyer, P.E.	Technical Expert	214	\$ 240.00	\$ 51,360.00		
Frank Sidari III	Technical Expert	40	\$ 240.00	\$ 9,600.00		
Jim Cooper, P.E.	Technical Expert	4	\$ 240.00	\$ 960.00		
Greg Osthus	Technical Expert	8	\$ 240.00	\$ 1,920.00		
Tung Nguyen P.E.	Project Manager	78	\$ 220.00	\$ 17,160.00		
Michael Knowles, P.E.	Senior Engineer	12	\$ 200.00	\$ 2,400.00		
Sean Chaparro, P.E.	Senior Engineer	40	\$ 200.00	\$ 8,000.00		
Joan Fernandez, P.E.	Lead Engineer	180	\$ 220.00	\$ 39,600.00		
Chris Heltzel	Lead Engineer	176	\$ 220.00	\$ 38,720.00		
Lauren DaCunha	Project Engineer 2	32	\$ 130.00	\$ 4,160.00		
Project Engineer 2	Project Engineer 2	216	\$ 130.00	\$ 28,080.00		
Lia Dombroski	Project Engineer 2	160	\$ 130.00	\$ 20,800.00		
Seth Anderson	Project Engineer 2	152	\$ 130.00	\$ 19,760.00		
Mindy Mondesir	Administrative 3	32	\$ 100.00	\$ 3,200.00		
<b>Subcontractor Labor Subtotal</b>					\$	35,395.00
McKim & Creed					\$	33,391.00
Tobon Engineering					\$	2,004.00
<b>Other Direct Expenses</b>					\$	4,110.00
Travel (airfare, hotel, etc.)					\$	4,110.00
Miscellaneous Expenses (reproduction, postage, other)					\$ -	\$ -
<b>4 Water Treatment Plant Performance Evaluation</b>						\$ 178,071.00
<b>Labor Subtotal</b>					\$	127,180.00
Celine Hyer, P.E.	Technical Expert	4	\$ 240.00	\$ 960.00		
Frank Sidari III	Technical Expert	8	\$ 240.00	\$ 1,920.00		
Rebecca Slabaugh	Technical Expert	64	\$ 240.00	\$ 15,360.00		
Brian Duane, P.E.	Technical Expert	16	\$ 240.00	\$ 3,840.00		
Tung Nguyen P.E.	Project Manager	88	\$ 220.00	\$ 19,360.00		
Sean Chaparro, P.E.	Senior Engineer	202	\$ 200.00	\$ 40,400.00		
Chris Heltzel	Lead Engineer	4	\$ 220.00	\$ 880.00		
Project Engineer 2	Project Engineer 2	342	\$ 130.00	\$ 44,460.00		
<b>Subcontractor Labor Subtotal</b>					\$	49,935.00
McKim & Creed					\$	46,927.00
Tobon Engineering					\$	3,008.00
<b>Other Direct Expenses</b>					\$	956.00
Travel (airfare, hotel, etc.)					\$	956.00
Miscellaneous Expenses (reproduction, postage, other)					\$ -	\$ -

Contract Labor Category		Hours	Billing Rate (\$ / hr)	Cost	Fee / Task	Total Fee
<b>5 Water Master Plan Update</b>					\$	<b>410,560.00</b>
<b>Labor Subtotal</b>					\$	<b>348,340.00</b>
Melissa Pomales, P.E.	Senior Officer	16	\$ 280.00	\$ 4,480.00		
Leah Richter, P.E.	Company Officer	21	\$ 240.00	\$ 5,040.00		
Celine Hyer, P.E.	Technical Expert	130	\$ 240.00	\$ 31,200.00		
Jim Cooper, P.E.	Technical Expert	8	\$ 240.00	\$ 1,920.00		
Rebecca Slabaugh	Technical Expert	60	\$ 240.00	\$ 14,400.00		
Brian Duane, P.E.	Technical Expert	16	\$ 240.00	\$ 3,840.00		
Chris Matthews	Technical Expert	80	\$ 240.00	\$ 19,200.00		
Greg Osthuus	Technical Expert	8	\$ 240.00	\$ 1,920.00		
Tung Nguyen P.E.	Project Manager	76	\$ 220.00	\$ 16,720.00		
Michael Knowles, P.E.	Senior Engineer	28	\$ 200.00	\$ 5,600.00		
Sean Chaparro, P.E.	Senior Engineer	148	\$ 200.00	\$ 29,600.00		
Joan Fernandez, P.E.	Lead Engineer	228	\$ 220.00	\$ 50,160.00		
Chris Heltzel	Lead Engineer	200	\$ 220.00	\$ 44,000.00		
Karen Bolter	Senior Project Engineer	32	\$ 180.00	\$ 5,760.00		
Andrea Guzman	Chief Technician	65	\$ 150.00	\$ 9,750.00		
Lauren DaCunha	Project Engineer 2	62	\$ 130.00	\$ 8,060.00		
Anusha Kadudula	Project Engineer 1	80	\$ 115.00	\$ 9,200.00		
Project Engineer 2	Project Engineer 2	196	\$ 130.00	\$ 25,480.00		
Lia Dombroski	Project Engineer 2	437	\$ 130.00	\$ 56,810.00		
Seth Anderson	Project Engineer 2	40	\$ 130.00	\$ 5,200.00		
<b>Subcontractor Labor Subtotal</b>					\$	<b>60,230.00</b>
McKim & Creed				\$ 51,206.00		
Tobon Engineering				\$ 9,024.00		
<b>Other Direct Expenses</b>					\$	<b>1,990.00</b>
Travel	(airfare, hotel, etc.)			\$ 290.00		
Miscellaneous Expenses	(reproduction, postage, other)		\$ -	\$ 1,700.00		

Attachment C  
Subconsultant Proposals





ENGINEERS

SURVEYORS

PLANNERS

SCOPE OF SERVICES  
for  
CITY OF HOLLYWOOD  
WATER MASTER PLAN ELECTRICAL AND I&C SERVICES  
to  
ARCADIS INC.

McKim & Creed will provide services pertaining to the electrical, instrumentation and SCADA equipment, for the City of Hollywood Water Master Plan.

These services are outlined in Exhibit 1 Scope of Work of the "Master Plan Updated Scope", from Arcadis to the City of Hollywood. McKim & Creed's tasks and fees are shown as a separate attachment to this document.

Please feel free to contact Aubrey Haudricourt, project manager, for any questions.

Thank you.

A.Haudricourt, PM

1365 Hamlet Avenue

Clearwater, FL 33756

727.442.7196

Fax 727.461.3827

[www.mckimcreed.com](http://www.mckimcreed.com)

Task No.	Task Description	McKim
<b>Task 1</b>	<b>PROJECT MANGEMENT AND INITIATION</b>	<b>\$ 33,437</b>
1.1	Project Management and Administration	\$ 20,317
1.2	Data Collection and Request for Information (RFI)	\$ 4,920
1.3	Kick-off and Visioning/Goal Setting Workshop	\$ 8,200
<b>Task 3</b>	<b>CONDITION ASSESSMENT</b>	<b>\$ 33,391</b>
3.1	Condition Assessment Standards for Vertical and Linear Assets	\$ 1,028
3.3	Facility Condition Assessment Data Gathering (in plant & remaining facilities)	\$ 30,723
	Condition Assessment and Performance Evaluation Results Virtual Meeting	\$ 1,640
<b>Task 4</b>	<b>WATER TREATMENT PLANT PERFORMANCE EVALUATION</b>	<b>\$ 46,927</b>
4.1	Draft Section on Energy, SCADA Optimization, and Utilities evaluation	\$ 36,960
4.2	Condition Assessment and Performance Evaluation Results	
	Performance Evaluation Results Review Workshop	\$ 2,367
	Final Section on Energy, SCADA Optimization, and Utilities evaluation	\$ 7,600
<b>Task 5</b>	<b>WATER MASTER PLAN UPDATE</b>	<b>\$ 51,206</b>
5.1	Asset Risk Evaluations (Prioritized CIP)	\$ 10,402
	CoF and Risk Results Workshops	\$ 5,000
5.2	Project Alternatives Analysis and Cost Estimates	\$ 19,201
	Alternatives Workshop	\$ 5,000
5.3	Water Master Plan Compilation	\$ 6,402
	Draft Master Plan Workshop	\$ 5,201
<b>TOTAL WATER MASTER PLAN FEE</b>		<b>\$ 164,961</b>



# **Tobon Engineering**

*Engineering and Utility Management*

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## **SCOPE OF SERVICES**

**Tobon Engineering** referred to as (SUBCONSULTANT) shall perform the engineering Scope of Services as described herein.

### **INTRODUCTION**

City of Hollywood (City) entered into an agreement with Arcadis to provide engineering services in support of its water system. This Scope of Services for the SUBCONSULTANT is to provide services related to a water master plan (WMP) for the existing water service areas served by the City of Hollywood Public Works Department.

### **SCOPE OF SERVICES**

Arcadis will furnish professional engineering services for the overall project management, project initiation, condition assessment, water plant performance evaluation, and compilation of CIP proposals into a comprehensive WMP update through 2040. Subconsultant will assist Arcadis in the development of the WMP through involvement in the following tasks as listed in the scope between the City and Arcadis:

1. Project Management and Initiation (Task 1)
2. Hydraulic Modeling, Future Demand Projections and Water Supply Evaluation (Task 2)
3. Condition Assessment (Task 3)
4. Water Plant Performance Evaluation (Task 4)
5. Water Master Plan Update (Task 5)

**Tobon Engineering** shall provide the specific following scope of services in assisting Arcadis in the development of the WMP, subtasks shown, and numbering are from the scope of work between the City and Arcadis.

### **Task 1 Project Management and Initiation**

#### ***Task 1.1 Project Management and Administration (Phases 1 & 2)***

Provide monthly project status updates and participate in calls with the City as needed for a project duration of 67 weeks under two phases.





# **Tobon Engineering**

*Engineering and Utility Management*

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## ***Task 1.2 Data Collection and Request for Information (RFI) (Phase 1)***

Review design reports, studies, GIS and/or performance assessments of the water facilities that characterize the existing condition and enhancement needs for various system components.

## ***Task 1.3 Project Initiation – Kick-off and Visioning/Goal Setting Workshop (Phase 1)***

Advise and participate in the visioning/goal setting and kick-off workshops which will review the scope, schedule, budget, and roles and responsibilities.

## **TASK 2 - HYDRAULIC MODELING, FUTURE DEMAND PROJECTIONS, AND WATER SUPPLY EVALUATION**

### ***Task 2.1 – Hydraulic Model Update and Calibration (Phase 1)***

The purpose of this task is to bring the model up-to-date with current conditions within the system and bring the model to a level of detail aligned with current industry trends. Arcadis will update the existing City of Hollywood Water Distribution System Model (2018) to reflect recent distribution system improvements. The subconsultant will review and advise on the following tasks which include:

- **Model Demand Allocation** - Arcadis will review current customer demand information and integrate the demand into the water model. Arcadis shall review City provided water usage data to update demand patterns for existing customers and projections for future supply needs.
- **Model Calibration** - Arcadis shall re-calibrate the City's Infowater model to current industry standards utilizing pump curves, pumping schedules, tank level and supervisory control and data acquisition (SCADA) data.
- **Field Data Collection** – Arcadis will utilize flow testing and pressure data from the 1-week period of field data collection that will take place in coordination with the City's operations staff. A field data collection plan will be provided for the City

### ***Task 2.2 – Review Existing Available Planning Data (Phase 2)***

Assist Arcadis in the review of existing planning documents and readily available published data including: the previous City of Hollywood water demand projections from the latest Water Supply Plan, University of Florida Bureau of Economic and Business Research (BEBR) population projections for Broward County, US Census Bureau data, Regional Planning Commission data, City and County Utility Analysis Zone (UAZ) data, building permit and development requests, land use and future land use maps, and the latest Comprehensive Plan.

### ***Task 2.3 – Water Supply Evaluation (Phase 1)***

Advise and assist with the development of alternatives using design standards and the Objectives and Policies from the City, compared to existing scheduled CIP projects, and prioritizing solutions in



coordination with the City. Participate in discussions with the City on current water quality issues and operational challenges in the distribution system, including the manual operation of the WHPS and challenges for operating the WHPS and HSPS at the same time. Capital projects and/or operational improvement alternatives will be identified as part of the evaluation to mitigate or address water quality and operational issues.

## **TASK 3 – CONDITION ASSESSMENT**

### ***Task 3.1 – Condition Assessment Standards for Vertical and Linear Assets (Phase 1)***

Participate in a 4-hour workshop (Workshop No. 2) with the City to discuss the standards and scoring for desktop pipeline condition assessments as well as the detailed facility (field) condition assessments at the wellfields, WTP, distribution storage, and distribution pumping facilities.

### ***Task 3.2 - Desktop Condition Assessment for Linear Assets (Phase 1)***

Assist and review the desktop pipeline condition assessment which will include an analysis of age, materials, diameters and past break history to understand potential factors causing failures such as corrosive soils, high groundwater tables, pressure surges, and etc.

## **TASK 4 – WATER PLANT PERFORMANCE EVALUATION (Phases 1 & 2)**

Assist and review the Distribution System Performance Evaluation work product. The performance condition assessment to address the additional failure modes beyond mortality will be conducted through staff interviews and a review of relevant documents and data collected during the Task 1 data review as well as field and desktop evaluations.

## **TASK 5 – WATER MASTER PLAN UPDATE**

### ***Task 5.1 – Asset Risk Evaluation (Phase 2)***

Assist in the development of conception design alternatives. Subconsultant will participate in Workshop No. 11 and 12 and will review workshop summaries and results.

### ***Task 5.3 – Water Master Plan Compilation (Phase 2)***

Arcadis will compile results into a Water Master Plan Report with schedules and budget incorporating all of the work from the previous tasks, a draft and final master plan report will be written that includes the following chapters:

- Executive Summary
- Introduction and Background
- Characterization of Existing System
- Regulatory Review
- Water Production and Demand Projection



# **Tobon Engineering**

*Engineering and Utility Management*

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- Water Distribution System Modeling
- Water Treatment Capacity Equipment Condition and Risk Assessment
- Water Distribution System Desktop Condition and Risk Assessment
- Recommended Improvements
- Cost Evaluation and Schedule for Proposed Improvements Over 10 Years

Subconsultant will review all draft and final work products associated with the Water Master Plan Report, make comments, recommendations and edit, as necessary.

Lump Sum Fee	\$ 45,496
Reimbursable Expenses	\$ 200
Total Lump Sum Fee	\$ 45,696

## **ASSUMPTIONS**

1. Total duration of services is 67 weeks and two phases.
2. Meeting minutes shall be prepared by others.
3. Arcadis is responsible for obtaining all data and GIS files needed for analysis and development of draft and final deliverables graphics and reports.
4. Subconsultant will rely on Arcadis and the City for accuracy of GIS and other data necessary for the completion of the tasks listed above.





# Tobon Engineering



## Hollywood Water Master Plan Hourly Manpower Breakdown

Task Number	Task Description	Subtask Hours	Task Total Labor Hours
1	<b>PROJECT MANAGEMENT AND INITIATION</b>		
	Task 1.1 Project Management and Administration 15 months	32	
	Task 1.2 Data Collection and Request for Information (RFI)	16	
	Task 1.3 Project Initiation – Kick-off and Visioning/Goal Setting Workshop	8	
			56
2	<b>HYDRAULIC MODELING, FUTURE DEMAND PROJECTIONS, AND WATER SUPPLY EVALUATION</b>		
	Task 2.1 – Hydraulic Model Update and Calibration	48	
	Task 2.2 – Review Existing Available Planning Data	24	
	Task 2.3 – Water Supply Evaluation	40	
			112
3	<b>CONDITION ASSESSMENT</b>		
	Task 3.1 – Workshop No. 7 and 8 - Condition Assessment Standards for Vertical and Linear Assets	6	
	Task 3.2 - Desktop Condition Assessment for Linear Assets	4	
			10
4	<b>WATER PLANT PERFORMANCE EVALUATION</b>	16	16
5	<b>WATER MASTER PLAN UPDATE</b>		
	Task 5.1 – Asset Risk Evaluation	16	
	Task 5.3 – Water Master Plan Compilation	32	
			48
	<b>Total Hours</b>		242
	<b>Hourly Rate</b>		\$188
	<b>Labor Total</b>		\$45,496
	<b>Reimbursable Expenses</b>		\$200
	<b>Total Fee</b>		\$45,696

**EXHIBIT "C"**  
**CONSULTANT'S RATE SCHEDULE**

**EXHIBIT "C"****CONSULTANT'S RATE SCHEDULE**

JOB CLASS / TITLE	HOURLY RATE
Senior Officer	\$280.00
Chief Engineer / Architect / Technical Expert	\$260.00
Principal Engineer / Architect / Project Manager / Technical Expert (Company Officer)	\$240.00
Lead Engineer / Architect / Project Manager / Technical Expert	\$220.00
Senior Engineer / Architect / Project Manager / Technical Expert	\$200.00
Associate Engineer / Architect / Project Manager / Technical Expert	\$190.00
Senior Project Engineer / Scientist / Architect 6	\$180.00
Project Engineer / Scientist / Architect 5	\$170.00
Project Engineer / Scientist / Architect 4	\$160.00
Project Engineer / Scientist / Architect 3	\$150.00
Project Engineer / Scientist / Architect 2	\$130.00
Project Engineer / Scientist / Architect 1	\$115.00
Construction Manager	\$150.00
Senior Field Inspector	\$130.00
Staff Field Inspector	\$115.00
Chief Technician / Project Assistant	\$150.00
Lead Technician / Project Assistant	\$120.00
Senior Technician / Project Assistant	\$115.00
Technician / Project Assistant	\$90.00
Administrative 3	\$100.00
Administrative 2	\$70.00
Administrative 1	\$55.00



**EXHIBIT "D"**  
**CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
11/05/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Lexington Insurance Company	19437
	<b>INSURER B:</b> Indian Harbor Insurance Company	36940
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

Holder Identifier :

**COVERAGES**      **CERTIFICATE NUMBER:** 570084866213      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMPIOP AGG
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	Env Contr Poll			US00090310E020A Professional & Pollution SIR applies per policy terms & conditions	06/01/2020	06/01/2021	Each Claim \$5,000,000 Annual Aggregate \$5,000,000

Certificate No : 570084866213

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For Professional Liability and Pollution Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. RE: Professional Engineering Consultant Services Agreement, City of Hollywood, Department of Public Utilities, Project No. 20-1336.

## CERTIFICATE HOLDER

City of Hollywood, Florida  
Attn: Clece Aurelius  
Department of Public Utilities  
PO Box 229045  
Hollywood FL 33022 USA

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services South Inc*



### ADDITIONAL REMARKS SCHEDULE

Page \_ of \_

AGENCY Aon Risk Services South, Inc.		NAMED INSURED Arcadis U.S., Inc.	
POLICY NUMBER See Certificate Numbe 570084866213			
CARRIER See Certificate Numbe 570084866213	NAIC CODE		
		EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

**FORM NUMBER:** ACORD 25    **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/01/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA		<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (866) 283-7122 <b>FAX (A/C. No.):</b> 800-363-0105 <b>E-MAIL ADDRESS:</b>													
<b>INSURED</b> Arcadis U.S., Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"><tr><td><b>INSURER A:</b> Hartford Fire Insurance Co.</td><td><b>NAIC #</b> 19682</td></tr><tr><td><b>INSURER B:</b> Hartford Accident &amp; Indemnity Company</td><td>22357</td></tr><tr><td><b>INSURER C:</b> Twin City Fire Insurance Company</td><td>29459</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>		<b>INSURER A:</b> Hartford Fire Insurance Co.	<b>NAIC #</b> 19682	<b>INSURER B:</b> Hartford Accident & Indemnity Company	22357	<b>INSURER C:</b> Twin City Fire Insurance Company	29459	<b>INSURER D:</b>		<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 570084311379**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			20ECS0L5318 SIR applies per policy terms & conditions	10/01/2020	10/01/2021	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL &amp; ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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GENERAL AGGREGATE	\$2,000,000																		
PRODUCTS - COMP/OP AGG	\$2,000,000																		
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Property Damage to			20 UEN 0L5319	10/01/2020	10/01/2021	<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																			
AGGREGATE																			
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	20WNOL5323 AOS 20WPROL5321 WI	10/01/2020	10/01/2021	<table border="1"><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE-EA EMPLOYEE	\$1,000,000	E.L. DISEASE-POLICY LIMIT	\$1,000,000				
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project Number: 30020523, Task WRSTO - City of Hollywood, FL. City of Hollywood, Florida is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. XCU Coverage is included on the General Liability policy. Severability of interests applies as if each Named Insured were the only Named Insured; and separately to each insured against whom claim is made or "suit" is brought.

**CERTIFICATE HOLDER****CANCELLATION**

City of Hollywood, Florida Department of Public Utilities Attn: Clece Aurelus PO Box 229045 Hollywood FL 33022 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services South Inc</i>

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ACORD 25 (2016/03)

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Holder Identifier : FGI

Certificate No : 570084311379



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A.** If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

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- B.** If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

**Policy Number:** 20 WN OL5323

**Endorsement Number:**

**Effective Date:** Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** ARCADIS U.S., INC.

630 PLAZA DR STE 200  
LITTLETON CO

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

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