Exhibit A

Scope of Services – Construction Phase Deep Injection Wells No. 3 and No. 4 Pump Station Project No. 19-9119A City of Hollywood Department of Public Utilities

Background

The City of Hollywood (City) owns and operates the Southern Region Wastewater Treatment Plant (SRWWTP). The SRWWTP is permitted to treat an average annual daily flow of 55.5 million gallons per day (mgd) and currently disposes of treated effluent via three routes – two injection wells (IW-1 and IW-2) rated for 37.4 mgd, a reuse water distribution system rated for 4 mgd, and an ocean outfall rated for 46.3 mgd. Among other requirements of the 2008 Ocean Outfall Legislation (OOL), the City is required to cease discharge of non-peak effluent flow to the outfall.

Major components of the OOL Compliance Program include the following:

- 1. Implement 10 mgd of additional reuse (being addressed via parallel efforts)
 - a. 4 mgd of in-plant reuse (achieved
 - b. 1.5 mgd of additional public access reuse
 - c. 4.5 mgd of contracted reuse
- 2. Implement expanded effluent disposal via deep well injection with construction of two Class 1 injection wells and an effluent pump station and associated facilities

To meet the requirements of the 2008 OOL, the City intends to construct two new industrial injection wells (IW-3 and IW-4) and new pumping facilities with the capacity to increase injection well disposal capacity by up to 39.8 mgd of secondary treated domestic wastewater effluent from the SRWWTP and reverse osmosis concentrate from the City's water treatment plant (WTP). Construction of the injection wells is well underway and approaching completion. The pump station and wellhead components of the design have been recently bid with pending contract award. Timely award and completion of work is required in order to achieve critical compliance and permitting milestones.

The City competitively selected Brown and Caldwell (BC) to provide engineering and construction administration for its OOL Compliance efforts as defined in Project No. 19-9119A. The scope of services for which BC was selected include conducting the preliminary engineering, detailed design, permitting, bid support services, construction oversight, startup and operational testing of the proposed pump station and associated improvements.

The City's intent is to award the project in phases aligned with progression through key delivery milestones. Phase 1 scope of services, executed on April 28, 2020, included design, permitting and bidding services associated with the proposed injection well pump station and associated facilities. Phase 2 services, as currently proposed, include the construction oversight, startup, operational testing, and warranty period support services associated with construction of the pump station component of the overall compliance program. Once construction of the proposed pump station construction is completed, inspection, design and implementation of improvements to the existing outfall will be required under one or more separate phases (to be authorized separately).

Project Description

The work to be performed under this Phase 2 Agreement covers tasks associated with construction administration, engineering support, operational testing and permitting associated with the construction contract for the Deep Injection Wells No. 3 and No. 4 Pump Station project, and warranty period support services. Major components of the improvements include the following:

- 1. IW-3 and IW-4 Pump Station housed in a new building with integrated wet well.
- 2. Concentrate transfer system from just south of existing final clarifier # 4 to the IW-3 and IW-4 Pump Station or injection wells.
- 3. Civil site work including yard piping required for the IW-3 and IW-4 Pump Station and associated site improvements to support new facilities.
- 4. Electrical work including power and I&C work required for the IW-3 and IW-4 Pump Station.
- 5. Additional standby electrical power generation for IW-3 and IW-4 Pump Station and replacement standby generator for the South Electrical Service Center.
- 6. Integration of the new facilities into the existing plant SCADA system.
- 7. FPL power extension
- 8. Flow transfer and management system for the new IW PS, existing IW Pumping system and ocean outfall during high flow events.
- 9. Flow control systems for the secondary effluent.
- 10.IW flow screening systems including potential backwash pump station.

An important interim milestone is for the expedited connection of the IW-3 and IW-4 to the existing injection well pump station. Expedited implementation of this element of the work will allow the City to place IW-3 and IW-4 in operation in order to complete demonstration testing required to apply for and receive approval of an operating permit from FDEP prior to the expiration of the construction permit for the injection wells.

Scope of Services

The Scope of Services to be provided by Consultant includes the following tasks:

- Part 1 Construction Administration, Resident Engineering, and Inspection Services
- Part 2 Project Commissioning, Startup and Closeout Services
- Part 3 Injection Wells 3 and 4 Operational Testing and Permitting
- Part 4 Warranty Period Support Services

Task 1 – Construction Administration, Resident Engineering and Inspection Services

A field team led by a Resident Engineer (RE) will provide full time field observation, inspection, coordination and document control during the course of construction activities, which is budgeted to last 33 months. The field team will include the RE, an Inspector and a Documents Control Specialist. The RE will preside over construction meetings. In support of the field team, an Engineering team will provide submittal review, responses to RFIs, periodic discipline inspections, dispute resolution support, meeting support when required, and other areas of technical and contract administrative support. The following sub-tasks are included in Task 1 services.

- 1.1 Project Communication, Risk and Safety Planning Pre-construction activities include the preparation of a Health and Safety Plan and Risk Register. Consultant will additionally prepare a Communication Plan that identifies key team members, assigned areas of responsibility, communication protocols and document management requirements. An internal project kickoff meeting will be held to orient the team on respective roles, responsibilities, schedule expectations and coordination requirements to promote successful project delivery.
- 1.2 Conduct Pre-construction Conference Consultant will prepare for, attend and conduct a pre-construction conference for the Project and will prepare minutes for distribution to the meeting attendees. The pre-construction meeting shall review and discuss applicable procedures for contract administration as well as other items deemed appropriate. Team members representing the cross section of disciplines and project leadership will participate in the pre-construction meeting with participation being a combination of in-person and virtual participation.
- 1.3 **Examination of Schedule of Values** Consultant will review the Contractor's proposed schedule of values (SOV) and will provide comments and corrections to the Contractor as deemed necessary to facilitate the development of a balanced SOV to produce accurate monthly payment requests.
- 1.4 Review and Approve Payment Requests Consultant shall review each monthly payment request and shall, with each pay request, recommend amounts due to the Contractor in accordance with the Contract Documents.

- 1.5 **Examination of Construction Schedule and Updates** Consultant shall review and document progress relative to the Contractor's initial baseline schedule and updates to evaluate performance of the work.
- 1.6 Conduct Periodic Progress Meetings Consultant will prepare for, attend, conduct and produce minutes of periodic project progress meetings and other ad-hoc meetings called for as necessary to facilitate project coordination. Periodic progress meetings are assumed to occur monthly over the duration of the construction. The RE and supporting field team will preside over the meetings and disciplines and other project leadership resources will participate when required as determined by the RE.
- 1.7 **Review Submittals and Shop Drawings** Consultant will review submittals and shop drawings submitted by the Contractor, maintain a submittal log, and transmit copies of reviewed shop drawings to the City staff and the Contractor. All technical disciplines will be involved with the review of submittals.
- 1.8 Operations and Maintenance Manuals Consultant shall review the Operation and Maintenance (0&M) manuals submitted by the Contractor
- 1.9 Contractual/Technical Clarifications Consultant will provide contractual and technical support during project construction and provide interpretation and clarifications of the Contract Documents to resolve design related technical issues or conflicts, which may arise. Technical advisory input required to review, troubleshoot and assess corrective measures to address challenges that arise during construction is included in this task.
- 1.10 Change Management Consultant shall review and evaluate proposals and requests for Change Orders from the Contractor. Consultant will issue written documentation and recommendations for consideration and action in accordance with the Contract Documents. Consultant shall lead negotiation and prepare documents required for change order approval by the City (less than \$10,000 change order will be approved by Department of Public Utilities Director", change order amount between \$10,000 and \$50,000 will be approved by City Manager, and change order higher than \$50,000 will be approved by City Commission).
- 1.11 Field Observation Consultant will perform observations of the work, produce daily inspection reports and take photographs to track and document construction activities and progress. Consultant will maintain project documentation and keep accurate records of the work as it progresses. Note that the full-time field team will be leveraged across all applicable areas of the project.
- 1.12 Engineer of Record Site Visits Consultant shall perform site inspections and reviews of the Contractor's work by each discipline design engineer, engineering manager and other experts as required to evaluate level of compliance with the Contract Documents.

- 1.13 Special Inspections/Coordination Consultant shall coordinate with the Contractor to facilitate adherence to the requirements of the Special Inspections plan and Contract Documents and produce documentation of Special Inspections throughout the project to ensure compliance with the plan and direction of the Building Official. A special inspections plan shall be prepared to document the requirements established by the Building Official.
- 1.14 Project Documentation and Record Keeping Consultant shall maintain detailed records of the progress of the work, any problems encountered by the Contractor and its subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. A daily record/log (written and photographic) of construction activities shall be maintained and periodically submitted to the City.
- 1.15 Coordination of Construction Activities with Plant Operations Consultant will facilitate review and coordination of planned activities with City personnel. Key areas of coordination shall include activities that require shutdown or interruption of plant operations (e.g. tie ins, power disconnects, major work in vicinity of critical infrastructure). For each major activity that has the potential to impact plant operations, Consultant will facilitate a review meeting with the City and Contractor to discuss coordination requirement. Consultant's role in facilitating coordination shall not relieve Contractor of any responsibilities.
- 1.16 FDEP SRF Loan Compliance Administration Consultant shall conduct compliance support services associated with the SRF Supplemental General Conditions in the Contract documents. Activities include periodic audits of Davis-Bacon wage rate and buy American steel provisions, compliance reporting, administration, and facilitating periodic inspections by FDEP personnel.
- 1.17 Asset Management Coordination Consultant will prepare and submit asset attribute data for newly installed assets delivered under this project. Asset attribute data will be provided for assets to the Managed Maintenance Item (MMI) level 6 and/or 7 of the City's asset hierarchy. Asset attribute data will be compiled from conformed to contract and submittal documents and verified through field inspection prior to final completion. Data will be provided in electronic format for ready upload into the City CMMS using a template approved by the Asset Manager.
- 1.18 Florida Power and Light Coordination Consultant will regularly engage FPL to facilitate coordination with Plant Staff and the timely delivery and availability of power to connect the proposed pump station. It is anticipated that recurring engagement will be required for the duration of the project and will include review of documents associated, coordination of proposed infrastructure, meetings and other forms of required communication. Consultant will also prepare the necessary documentation for FPL to complete the power connection to the proposed improvements.

- 1.19 **Witness Factory testing** Consultant shall witness factory testing for electrical, control, and pumping systems.
- 1.20 As-needed Support Services Consultant will provide supplemental support services to address challenges and additional needs that may arise during the course of construction activity. Services will address support and other unspecified needs not provided for in other tasks. An example of a potential need that may arise includes the need to administer expanded Buy American requirements that could potentially apply to the contract if awarded April, 2022 and beyond. In this scenario, supplemental effort would be required for FDEP engagement, submittal review, administrative reporting and management oversight. The funds in this As-needed subtask shall be approved by the City in advance of the Consultant starting additional work.

Task 2 - Project Commissioning, Startup and Closeout Services

Task 2 includes sub-tasks associated with the commissioning, startup, operational demonstration and closeout of the construction contract.

- **2.1 Pre-startup System Checks** Consultant shall witness pre-startup system check for all major components (electrical, controls, mechanical, etc.) of the work. Activities shall include loop checks, inspections, review test plans/reports, certificates of installation and other activities required to confirm operation readiness of system components. Technical disciple leads (or designees) will be actively involved in this task.
- **2.2 Startup and Utilization Demonstration** Consultant shall facilitate operator training, operational coordination, observation and documentation the phased startup and commissioning of the constructed improvements for IW-3, IW-4 and DZMW-2, as well as the replacement generator for the South Electrical Service Center. Consultant shall observe and coordinate Contractor delivered operator training sessions, and assist with Contractor's training presentation. Secondary effluent and concentrate shall be discharged to the IW-3 and IW-4 during startup.
- 2.3 Substantial and Final Completion Inspections Consultant will perform site inspections at substantial completion and final completion milestones. Each inspection will be performed with the City representatives with the objective of developing a punch list for deficient work. Contractor's progress in addressing the punch list shall be monitored by Consultant and re-inspections will be conducted. Discipline leads (or designees) shall participate in initial and final punch list inspections. An inspection of interim completion milestone work required to place IW-3 and IW-4 in service prior to completing the new pump station will be conducted to confirm that the installed interim work is suitable for beneficial use by the City.
- **2.4 Record Drawings Review** Consultant will review and approve the reconciled record drawings received from the Contractor (signed by the Contractor's surveyor). Consultant will sign and seal accepted drawings and submit all necessary copies to State and local

Agencies and two full size, 22-inch by 34-inch, hard copy sets to the City (including an electronic file in AutoCAD™ format on a CD or Thumb-Drive)

2.5 Project Certification and Closeout - Consultant will prepare and submit the required Certificate of Completion (substantial and final) and prepare and submit closeout documentation including warranties, guarantees, releases of liens, and other applicable documents required by the specifications and applicable permits. Consultant shall issue a recommendation for final payment upon reviewing and determining that all contract requirements have been satisfied.

Task 3 – Warranty Period Support Services

During the one-year warranty period following construction completion, Consultant will provide support services as summarized in the tasks below:

- **3.1** One-year Warranty Inspection Consultant will conduct a site inspection with the City prior to the close of the warranty period to identify deficiencies requiring corrective measures and to develop a punch list of items to be addressed by the Contractor.
- **3.2 Operational Optimization and Troubleshooting Support** During the course of operating the proposed facilities, it is anticipated that operational adjustments to control settings and other parameters may be required together with troubleshooting support. Consultant will support the City's optimization and troubleshooting support needs during the warranty period on an as-needed basis.
- **3.3 Warranty Claims Coordination Support** Consultant will assist the City, where required, with contacting, documenting and following up with vendors regarding potential warranty claims.
- **3.4 Other As-needed Support Services** Consultant will provide supplemental support services to address challenges and additional needs that may arise during the course of the warranty period. The funds in this Other As-needed Support Services subtask shall be approved by the City in advance of the Consultant starting additional work.

ASSUMPTIONS AND LIMITATIONS

- 1. This construction phase assumes a 33-month schedule.
- 2. 420 submittal reviews (including re-submittals)
- 3. 73 0&M reviews
- 4. 300 RFIs
- 5. Does not include owner-directed changes to the design

Exhibit B

Compensation
Deep Injection Wells No. 3 and No. 4 Pump Station
Project No. 19-9119A
Construction Phase
City of Hollywood
Department of Public Utilities

Total compensation to Consultant for the Scope of Services described in Exhibit A will be the lump sum amount of \$5,179,402.00

A breakdown of Consultant's estimated fee to perform the work described in Exhibit A is presented in Exhibits B-1 through B-3 on the following pages.

Copies of proposals from [Subs], containing cost breakdowns for the work these firms will be providing, are included for reference at the end of this proposal.

EXHIBIT B-1

Summary of Engineering Fees - City of Hollywood - DIW No. 3 and No. 4 Pump Station Project No. 19-9119A - Construction Phase

Description	Amount
Direct Labor Costs	\$ 4,907,923
Subcontracts and Other Direct Costs	\$ 271,479
Total Fee	\$ 5,179,402

EXHIBIT B-2 LABOR COST ESTIMATE CITY OF HOLLYWOOD

DEEP INJECTION WELLS No. 3 AND No. 4 PUMP STATION PROJECT No. 19-9119A CONSTRUCTION PHASE (CM/EDC)

Raw Rate \$/h Billing Labor Rate TASKS		PM/Sr. Eng Design PM 41.90 \$251.84	Support Engineer III \$156.05	Civil/Support Discipline Engineer 13.80 \$179.62	Process Design Manager \$251.84	I&C Discipline Engineer 13.80 \$209.52	Electrical Discipline Engineer \$225.39	Structural/Sr. Civil Discipline Engineer \$209.52	Architect Discipline Engineer \$251.84	Estimating Group \$209.52	CA/CM Construction Manager \$251.84	CA/CM RPR Engineer \$179.62	CA/CM Doc Control \$74.46	Office Support Project Analyst \$113.70	Labor Hours	Labor Cost
TASK NO. 1 - CONSTRUCTION ADMINISTRATION, RESIDENT ENGINEERING & I	NSPECTION SERV	ICES														
 1.1 Project Communication, Risk and Safety Planning 1.2 Conduct Pre Construction Conference 1.3 Examination of Schedule of Values 1.4 Review and Approve Payment Requests 1.5 Examination of Construction Schedule and Updates 	8 4	8 2	32 4	40 4 8	24 4	4 2	4 2	4 2	4 2					20		
 1.6 Conduct Periodic Progress Meetings 1.7 Review Submittals and Shop Drawings (300 + 40% resubmittals) 1.8 Operations and Maintenance Manuals (52 + 40% resubmittals) 	24	6	80 600 80	80 480 16	24 920 120	16 880 180	24 960 180	16 880	4 480					24 40		
 1.9 Technical / Contract Clarifications (includes RFIs and problem resolution) 1.10 Change Management (2 issues per month) 1.11 Field Observations 1.12 Engineer of Record Site Visits 	40 24	20 24	80	100 80 80	160 120 132	80 40 80	80 60 120	80 40 64	48 20 16	120	5,735	2,000		40 40 40		
 1.13 Special Inspection/Coordination 1.14 Project Documentation and Record Keeping 1.15 Coordination of Construction Activities and Plant Operations 1.16 FDEP SRF Loan Compliance Administration 1.17 Asset Management Coordination 	8 40	40	20 40 400 160	40 40	24	24	40	80	16				4,588	20		
1.17 Asset Management Goordination1.18 Florida Power and Light Coordination1.19 Witness Factory Testing1.20 As-needed Support Services	160	160	80 100 160	40 160	160	120 168 160	120 160							4		
Hour Subtotal Labor Cost Subtotal	308 \$89,967	260 \$65,478	1836 \$286,508	1176 \$211,233	1688 \$425,106	1754 \$367,498	1750 \$394,433	1166 \$244,300	590 \$148,586	120 \$25,142	5,735 \$1,444,302	2,000 \$359,240	4,588 \$341,622	228 \$25,924	23,199	\$4,429,339
TASK NO. 2 - PROJECT COMMISSIONING, START UP AND CLOSEOUT																
 2.1 Monthly Progress Meetings 2.2 Startup and Utilization Demonstration 2.3 Substantial and Final Completion Inspection 2.4 Record Drawings Review 2.5 Project Certification and Closeout 	16 16 8	24 24	600 100	24 40 8 80 8	140 80 32 40 8	120 80 16 80 8	100 80 16 32 8	8 20 8	16 20 8					24 32 8 60		
Hour Subtotal Labor Cost Subtotal	40 \$11,684	48 \$12,088	700 \$109,235	160 \$28,739	300 \$75,552	304 \$63,694	236 \$53,192	36 \$7,543	44 \$11,081	0 \$0	0 \$0	0 \$0	0 \$0	124 \$14,099	1,992	\$386,907
TASK NO. 3 - WARRANTY PERIOD SUPPORT SERVICES																
 3.1 One-year Warranty Inspection 3.2 Operational Optimization and Troubleshooting Support 3.3 Warranty Claims Coordination Support 3.4 Other As-Needed Support Services 	16 20		20 60 40	12 24 16	60 8	80 16	40 8				8 12					
Hour Subtotal Labor Cost Subtotal	36 \$10,516	0 \$0	120 \$18,726	52 \$9,340	68 \$17,125	96 \$20,114	48 \$10,819	0 \$0	0 \$0	0 \$0	20 \$5,037	0 \$0	0 \$0	0 \$0	440	\$91,676
TOTALS																
Total Labor Hours Total Labor Cost	384 \$112,166	308 \$77,567	2656 \$414,469	1388 \$249,313	2056 \$517,783	2154 \$451,306	2034 \$458,443	1202 \$251,843	634 \$159,667	120 \$25,142	5755 \$1,449,339	2000 \$359,240	4588 \$341,622	352 \$40,022	25631 \$4,907,923	\$4,907,923
TOTAL																\$4,907,923

Copy of Deep Inj Wells 3 and 4 PS No19-9119A - Construction Fee - ExhibitB-2 021022.xlsx

EXHIBIT B-3

OTHER DIRECT COSTS SUMMARY

DEEP INJECTION WELLS No. 3 AND No. 4 PUMP STATION PROJECT No. 19-9119A CONSTRUCTION PHASE

		UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1.0	COPYING AND PRINTING				\$20,000
2.0	TRAVEL	LS			\$30,000
		SUBTOTAL OTHER DIR	ECT COSTS		\$50,000
3.0	SUBCONTRACTS METCO SOUTHEAST (HVAC / Plumbing) BERRYHILL	LS LS SUBCONTRACTS SL	JBTOTAL		\$107,385 \$114,094 \$221,479
		TOTAL ODC	S		\$271,479

City of Hollywood- ESDC -	ity of Hollywood- ESDC - METCO Labor and Total Proposal																										
Position	Name & (Company)	Classification	Labor Multiplier	Hourly F	Rate		'ask 1 Management		Task 2.1 During Construc	ction		ask 2.2 RFIs		Task 2.3 ubmittals		Task 2.4 Document Index	Requ	Task 2.5 est for Proposals		sk 2.6 ng Site Visits		sk 2.7 I Drawings	Startup Oversig	sk 2.9 ght Assistance and ince testing	Total Labor	Raw Costs	Multiplied Costs
				\$		Hrs	\$	Hrs	\$		Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hours	\$	\$
Principal Engineer	Raj Vijayendran, PE	Registered Technical Expert	2.85	\$ 8	87.71	0	\$ -	0	\$	-	8	\$ 701.68	8	\$ 701.68	0	\$ -	2	\$ 175.42	0	\$ -		\$ -			18	\$1,578.78	\$4,499.52
Sr. Project Engineer	Luis Rosario, PE	Registered Technical Expert	2.85	\$ 6	68.36	0	\$ -	0	\$	-	160	\$ 10,937.60	120	\$ 8,203.20	0	\$ -	40	\$ 2,734.40	48	\$ 3,281.28	8	\$ 546.88	0		376	\$25,703.36	\$73,254.58
Sr. Project Engineer	Satya Vangala, PE	Registered Technical Expert	2.85	\$ 4	44.57	0	\$ -	0	\$	-	0	\$ -		\$ -	0	\$ -		\$ -	0	\$ -		\$ -			0	\$0.00	\$0.00
Engineer	Lassya Ramineni	Non-Registered Technical Staff	2.85	\$ 3	34.07	0	\$ -	0	\$			\$ -		S -	0	s -		S -	0	s -		S -			0	\$0.00	\$0.00
Designer/Drafter		Non-Registered Technical Staff	2.85	\$ 3	39.14	0	\$ -	0	\$	-	40	\$ 1,565.60	140	\$ 5,479.60	0	s -		\$ -	0	S -	16	\$ 626.24			196	\$7,671.44	\$21,863.60
CAD Drafter	Noel Madera	Non-Registered Technical Staff	2.85	\$ 2	26.50	0	\$ -	0	\$	-	0	\$ -	0	\$ -	0	\$ -		\$ -	0	\$ -		\$ -			0	\$0.00	\$0.00
Document Control	Dolores Suriel	Clerical, Document Control Staff	2.85	\$ 2	22.71	0	\$ -	0	\$	-	0	\$ -	0	\$ -	0	\$ -	40	\$ 908.40	0	\$ -	80	\$ 1,816.80			120	\$2,725.20	\$7,766.82
							\$ -		\$	-	40	\$ -	40	\$ -		\$ -	8	\$ -		\$ -		\$ -			88	\$0.00	\$0.00
		*		Sub	-totals	0	\$ -	0	\$	-	248	\$ 13,204.88	308	\$ 14,384.48	0	ş -	90	\$ 3,818.22	48	\$ 3,281.28	104	\$ 2,989.92			798	\$37,678.78	\$107,384.52

Summary of Direct Expenses											
Expense	No. of	\$/Unit			Total						
Reproduction				\$							
Airfare				\$							
Hotel				\$							
Mileage			\$0.50/mille (County Rate for use of personal vehicle)	\$	-						
Food				\$	-						
Breakfast			\$7.00 (when travel begins before 6 a.m. and extends beyond 8 a.m.)	\$	-						
Lunch			\$11.00 (when travel begins before 12 noon and extends beyond 2 p.m.)	\$	-						
Dinner			\$18.00 (when travel begins before 6 p.m. and extends beyond 8 p.m.)	\$	-						
				\$	-						
				\$							
			Subtotal Direct Expense	\$	-						
	•		Total BND Labor and Direct Expenses		\$107,384.52						

Notes
1. For invoices billed on an hourly basis, receipts for all expenses must be submitted. Travel expenses must be accompanied by a statement explaining the purpose of the expense and the parties involved.

* Capped by Contract category maximum hourly rate

City of Hollywood Deep Injection Wells No. 3 and No. 4 Pump Station Project SRF Construction Phase Administration Services

1/25/2022

Client: City of Hollywood

Consultant: Brown and Caldwell

Sub-Consultant: The Berryhill Group, LLC

The Berryhill Group, LLC (Sub-Consultant) agrees to provide services as described in the following Tasks for Brown and Caldwell (Consultant) and the City of Hollywood (Client).

General:

Services described herein relate to the Drinking Water and Clean Water SRF capital funding administrative and compliance services during construction of the Deep Injection Wells No. 3 and No. 4 Pump Station Project (Project).

The Sub-Consultant will represent the Consultant and the Client and coordinate with the Florida Department of Environmental Protection (FDEP), the Client, and the Consultant in the funding and compliance administration process. Draft transmittals and document submittals to the FDEP and other agencies to facilitate the funding will be prepared by the Sub-Consultant, as needed. The Consultant and the Client will provide documents and information as necessary to complete these Tasks. The Sub-Consultant will advise and draft responses to questions and/or comments relative to the funding and compliance process. The Sub-Consultant will be available to provide advice and consultation relative to the SRF loan funding process throughout the time covered by these Tasks.

All fees are lump sum and will be invoiced at the lump sum amount shown in the Compensation Schedule based on percentage completion. The cost of travel, office expenses, and miscellaneous out of pocket expenses are included in the lump sum Task fee amounts.

Construction Phase Services Tasks

Task 1. Project Meetings

The Sub-Consultant will prepare for and attend the Pre-construction, Construction Progress Meetings, Project Status Meetings, and inspections in person or by teleconference as appropriate with the Client, contractors, and FDEP inspectors *as needed* to respond to questions and comments and to provide guidance relative to the SRF program compliance process and requirements. The status of any compliance issues that arise during construction will be addressed. Program updates or program requirement changes will be presented. The Sub-Consultant will advise the Consultant and the Client and assist in settling any issues with the contractors or the FDEP relative to the SRF program requirements. It is anticipated that up to 14 on-site inspection meetings and 4 meetings

for the pre-construction conference and project close out will be required. The Sub-Consultant will participate in the meetings on-site or virtually as is appropriate.

Task 2. SRF Compliance Monitoring

Davis-Bacon Requirements:

The Sub-Consultant will monitor the Davis-Bacon wage rate requirements and submit periodic record reports of the Davis-Bacon activities. The Sub-Consultant will review the contractor's and subcontractors' weekly certified payrolls for compliance with the Davis-Bacon requirements and notify the Consultant, the Client and the contractors of any exceptions. The Contractor will submit the Contractor's and Subcontractor's certified payrolls to the Sub-Consultant and Client on a weekly basis. The Consultant will periodically conduct on-site labor interviews as required by the FDEP and submit the labor interview forms to the Sub-Consultant for review and compliance verification. The Sub-Consultant will provide guidance to the Consultant for conducting labor interviews. The Sub-Consultant will advise the Client and Consultant in the maintenance of files and records retention requirements as required by the FDEP, auditors, and others.

AIS Requirements:

The Sub-Consultant will advise and assist the Consultant and the Client in settling questions or issues relative to the American Iron and Steel (AIS) provisions. The Consultant will review shop drawings and collect and maintain a log of AIS certification letters. A copy of the log and AIS letters will be maintained at the job-site for inspections by others. The Consultant will conduct onsite inspections of materials and products delivered to the job site to verify the products are domestically produced. The Sub-Consultant will provide guidance and assistance in waiver requests if needed.

M/WBE Reporting:

The Sub-Consultant will assist in the documenting of M/WBE utilization for the FDEP and provide guidance as needed.

Task 3. SRF Project Closeout

The Sub-Consultant will prepare for and meet in person or by teleconference as appropriate with the Consultant, the Client and the FDEP for the FDEP final inspection and preliminary project closeout for the SRF loans. The Sub-Consultant will assist as needed with the project record documentation needed for the final administrative closeout by the FDEP.

Compensation Schedule

The Consultant and the Client agree to pay the Sub-Consultant a *lump sum* amount of \$114,094.00 for the scope of work herein described as Tasks 1 thru 3. The Sub-Consultant's fee will be paid on a percentage completion per task based on the following attached Exhibit A - Compensation Schedule.

EXHIBIT A

Compensation Schedule

Client: City of Hollywood

Project: Deep Injection Wells No. 3 and No. 4 Pump Station

Consultant: Brown and Caldwell Sub-Consultant: The Berryhill Group, LLC

	<u>Hours</u>	Ra	te/Hour	<u> </u>	Sub-Total	<u>Lur</u>	mp Sum Fee
Task 1 -Project Meetings (On-Site)							
Prepare for Meeting	3	\$	160.00	\$	480.00		
Travel and Meeting Time	10	\$	160.00	\$	1,600.00		
Auto Miles (520 @ .445)				\$	231.00		
Hotel (per night)				\$	170.00		
		Total	/Mtg.	\$	2,481.00		
		14 O	n-Site Meetings	\$	34,734.00	\$	34,734.00
Task 1 -Project Meetings (Virtual)							
Prepare/Meet On-Line	5	\$	160.00	\$	800.00		
		4 Virt	tual Meetings	\$	3,200.00	\$	3,200.00
		Task	1 Lump Sum Fee			\$	37,934.00
Task 2 - SRF Compliance Monitoring							
Collect/Review Payrolls for Prime and 8 Subs	9 X 1hr./contract	\$	160.00	\$	1,440.00		
Coordination/Communication with Contractor	1	\$	160.00	\$	160.00		
Prepare Reports	1	\$	160.00	\$	160.00		
AIS Questions/Issues	2	\$	160.00	\$	320.00		
		Total	/Month	\$	2,080.00		
		36 M	onths	\$	74,880.00		
		Task	2 Lump Sum Fee			\$	74,880.00
Task 5 - SRF and Grant Project Closeout							
Prepare Files for Closeout	4	\$	160.00	\$	640.00		
Final Inspection (Included in Task 1)		7		,			
FDEP Communication/Administrative Closeout	4	\$	160.00	\$	640.00		
·			Sum Fee	\$	1,280.00	\$	1,280.00
		•		•	,	•	•
Total Lump Sum NTE Fee A	uthorized					\$	114,094.00