

RESOLUTION NO. R-2022-214

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER, P.C. TO PROVIDE ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES RELATED TO UPDATING THE REUSE WATER MASTER PLAN, UPGRADING LIFT STATION W-27, AND FACILITIES IMPROVEMENTS AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT FOR PHASE 1 IN AN AMOUNT NOT TO EXCEED \$2,250,205.00.

WHEREAS, on February 2, 2022, the City Commission passed and adopted Resolution No. R-2022-032, ranking professional engineering firms to provide engineering services related to updating the reuse water master plan, upgrading lift station W-27, and implementing improvements at the Southern Regional Wastewater Treatment Plant ("SRWWTP"), and authorizing the appropriate City officials to negotiate an agreement with the highest ranked firm, Hazen and Sawyer, P.C. ("H&S") for consideration by the City Commission at a later date; and

WHEREAS, the project will be implemented in phases, with Phase 1 consisting of the Reuse Water Master Plan, facility planning at the SRWWTP, design, permitting, and bidding for Upgrade of Lift Station W-27, Solids Facility Storage building, Main Control building, Dewatering building and Sludge Stabilization building, and Underground Utilities restrooms; and

WHEREAS, the Department and H&S have negotiated the attached agreement for the Phase 1 project scope of services for consideration by the City Commission; and

WHEREAS, the total cost of Phase 1 of the project is an amount not to exceed \$2,250,205.00; and

WHEREAS, future phases of the project, including construction administration services and other facilities improvements, will be negotiated and presented to the City Commission for approval at a later date; and

WHEREAS, Department staff evaluated the scope and fee for Phase 1 and has determined that the negotiated fee is fair and reasonable and in accordance with industry standards; and

WHEREAS, the Director of Public Utilities recommends that the City Commission approve and authorize the appropriate City officials to execute the attached agreement with H&S to provide architectural/engineering services related to updating the Reuse Water Master Plan, upgrading Lift Station W-27, and implementation of Facilities Improvements for Phase 1 in an amount not to exceed \$2,250,205.00; and

WHEREAS, funding for this agreement was included in the amended FY 2022 Capital Improvement Plan and is available in account numbers 442.409903.53600.563010.001469.000.000, 442.409903.53600.563010.001474.000.000 and 442.409903.53600.599990.001368.000.000; and

WHEREAS, the contract term is for two years with the option to renew for two additional two-year periods; and

WHEREAS, H&S will complete Phase 1 of the project in approximately two years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are ratified and confirmed as being true and correct and are incorporated in this Resolution.

Section 2: That it approves and authorizes the execution, by the appropriate City officials, of the attached agreement with Hazen and Sawyer, P.C., together with such non-material changes as may be subsequently agreed to by the City Manager and approved as to form and legal sufficiency by the City Attorney.

[THIS SPACE INTENTIONALLY LEFT BLANK]

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, APPROVING AND AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER, P.C. TO PROVIDE ARCHITECTURAL AND ENGINEERING CONSULTING SERVICES RELATED TO UPDATING THE REUSE WATER MASTER PLAN, UPGRADING LIFT STATION W-27, AND FACILITIES IMPROVEMENTS AT THE SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT FOR PHASE 1 IN AN AMOUNT NOT TO EXCEED \$2,250,205.00.

Section 3: That this Resolution shall be in full force and effect immediately upon its passage and adoption.

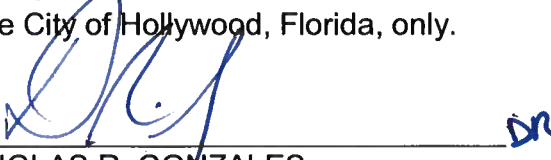
PASSED AND ADOPTED this 6 day of July, 2022.


Josh Levy, Vice Mayor
JOSH LEVY, MAYOR

ATTEST:


PATRICIA A. CERNY MMC
CITY CLERK

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


DOUGLAS R. GONZALES
CITY ATTORNEY

CITY OF HOLLYWOOD, FLORIDA



PROFESSIONAL SERVICES AGREEMENT

FOR

**ARCHITECTURAL / ENGINEERING CONSULTING SERVICES FOR
REUSE WATER MASTER PLAN, LIFT STATION W-27 UPGRADE,
AND FACILITIES IMPROVEMENTS**

Solicitation # RFQ-9624-22-PU

**DEPARTMENT OF PUBLIC UTILITIES
CITY OF HOLLYWOOD**



PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2022 by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Hazen and Sawyer, P.C., a Florida corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, on February 2, 2022, the City Commission passed and adopted Resolution No. R-2022-032, authorizing the appropriate City officials to negotiate an agreement with Consultant to provide professional engineering services to update the reuse water master plan, upgrading lift station W-27, and implementing building improvements at the Southern Regional Wastewater Treatment Plant; and

WHEREAS, the parties have negotiated this Agreement.

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

TABLE OF CONTENTS

ARTICLE	PAGE
SCOPE OF THE WORK.....	4
1. DEFINITIONS.....	6
1.01 Additional Services	
1.02 Basic Services	
1.03 City	
1.04 City Manager	
1.05 Consultant	
1.06 Consultant's Authorization to Proceed	
1.07 Contractor or Construction Manager (CM)	
1.08 Director	
1.09 Inspector	
1.10 Project	
1.11 Project Manager	
2. CONSULTANT SERVICES AND RESPONSIBILITIES.....	7
2.01 Basic Services	
2.02 Additional Services	
2.03 Reimbursables	
3. SUBCONSULTANTS.....	17
3.01 Definitions	
3.02 Subconsultant's Relations	
4. THE CITY'S RESPONSIBILITIES.....	17
4.01 Information Furnished	
4.02 Project Management	
4.03 Legal Services, Etc.	
5. BASIS OF COMPENSATION.....	19
5.01 Professional Service Fee	
5.02 Additional Service/Reimbursables Fee	
6. PAYMENTS TO THE CONSULTANT.....	22
6.01 Payment for Basic Services	
6.02 Payment for Additional/Reimbursables Services	
6.03 Deductions	
6.04 Project Suspension	

ARTICLE	PAGE
7. REUSE OF PLANS AND SPECIFICATIONS.....	23
7.01 Scope of Services	
8. GENERAL PROVISIONS.....	24
8.01 Indemnification	
8.02 Insurance	
8.03 Performance	
8.04 Termination of Agreement	
9. MISCELLANEOUS.....	29
9.01 Consultant's Account Records	
9.02 Ownership of Documents	
9.03 Maintenance of Records	
9.04 Extent of Agreement	
9.05 Successors and Assigns	
9.06 Truth-in- Negotiation Certificate	
9.07 Applicable Law and Venue of Litigation	
9.08 Consultant's Staff	
9.09 Notices	
9.10 Interpretation	
9.11 Joint Preparation	
9.12 Priority of Provisions	
9.13 Mediation; Waiver of Jury Trial	
9.14 Time	
9.15 Compliance with Laws	
9.16 Public Records Law	
EXHIBIT 'A' Rate Schedule and Proposal for Phase 1	
EXHIBIT 'B' Insurance Certificate	

SCOPE OF WORK

The Consultant shall furnish professional Architectural/Engineering Consulting Services for the Phase I Projects Reuse Water Master Plan, Lift Station W-27 Upgrade, and Facilities Improvements Project, upon execution of Authorization(s) to Proceed in accordance with the project scopes described below:

Project 1 - Reuse Master Plan: The City currently operates a wastewater reuse system at the Southern Regional Wastewater Treatment Plant ("SRWWTP") that is permitted to distribute up to 4.0 mgd of reuse water to offsite customers including golf course irrigation. Due to inflow and infiltration into the existing wastewater collection system, high volumes of saltwater enter the SRWWTP's collection system. As a result, Cooper City and the Town of Davie pump secondary treated effluent is utilized for reuse water production. In 2008, the Ocean Outfall Legislation was signed and imposed a reuse requirement constituting a total of 10 mgd of feasible reuse requirements. The Reuse Master Plan will evaluate the existing system and define how to maximize the use of the available facilities, define options to continue SRWWTP reuse production, define future reuse goals and serve to fulfill regulatory requirements for facility permit renewal of the SRWWTP.

Project 2 - Lift Station W-27 Upgrade and Force Main Replacement: Lift Station W-27 is a critical lift station that services Memorial Regional Hospital, the City of Pembroke Park as well as 13 upstream stations within the City's transmission system. This lift station was built in the 1970's. In addition, the City experiences operational difficulties with the existing pumping arrangement, which consists of one large pump (200 horsepower) and two smaller pumps (75 horsepower each). The two existing cast iron discharge force mains (18 inches and 12 inches in diameter) downstream to Lift Station W-27, have reached the end of their useful life. The project will upgrade the lift station and replace these force mains as required to accommodate current and potential future flows from the lift station. The force main replacement, in the alleyway between 31st Court and 31st Road from Arthur Street to Taft Street, shall be coordinated with water main replacement, the on-going stormwater drain improvements being implemented by the Department of Design and Construction Management, and other potential stormwater improvements if recommended by Stormwater Master Plan Study.

Project 3 - SRWWTP Facility Planning and Building Improvements: The existing Solids Facility buildings consist of the Solids Dewater Building, Sludge Stabilization Building and abandoned Zimpro Building for miscellaneous equipment storage. Solids Dewater Building and Sludge Stabilization Building has odor control equipment which shall be refurbished. In addition, other miscellaneous improvements such as increased ventilation, new roll-up doors, and enclosure of the buildings for odor control is needed. Likewise, the existing Zimpro Building is to be re-purposed as a receiving warehouse. A covered storage area for mobile generators dedicated to the City's wastewater lift stations and installation of solar panels to offset power consumption at the SRWWTP might be desired depending on the cost. The project also includes conversion of the existing warehouse in Building B to staff office space and a training room. Additionally, the City also plan to conduct office planning and improvements for Building A, Building B, Operation Main Control Building, modifications to a restroom at Underground Utilities and improvements to the emergency operation center at the Water Treatment Plant. This project will be implemented in phases, depending on recommendation and decision from facility planning to be completed in Phase 1.

Future phases of the project, including construction administration services and other facilities planning and improvements, will be negotiated and presented to the City Commission for approval at a later date.

The Consultant shall furnish the following professional Architectural and Engineering Consulting Services for these three projects as specifically authorized by Consultant's Authorization to Proceed to be issued by the City: survey, architectural planning and design, engineering design, scheduling, feasibility studies, cost estimates/opinions of probable cost, coordination with the Construction Manager at Risk ("CMAR") contractors, partial or complete design services, including preparation of construction and bid documents, permitting with all governing agencies, construction contract administration, review of work prepared by

other professional consultants, engineering analysis, field tests, laboratory tests and other miscellaneous architectural and engineering design services that may be required.

In accordance with the City's Procurement Code, The Department of Public Utilities ("Department") may execute Authorization(s) to Proceed with the Consultant to encompass entire Basic Services (as defined in Section 2.01) for a project, or for a portion of Basic Services, or for discretionary tasks (as specified in Sections 2.02 Additional Services or 2.03 Reimbursables). It is understood by the Consultant that Consultant has no right to or privilege to receive an Authorization to Proceed for any particular project or task. The City reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

The City reserves at all times the right to perform any and all design services in-house, or with other private professional architects or engineers as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

This Agreement does not confer on the Consultant any exclusive rights to the City work. The Consultant may submit proposals for any professional services which the Consultant is qualified to perform, if and when proposals are publicly solicited by the City outside this Agreement.

The City will pay the Consultant a separate fee for each Authorization to Proceed issued in accordance with the negotiated scope of work and fee in the initial contract award for that Phase or Scope of the Services.

The fees for Professional Services for each Authorization to Proceed shall be determined by one of the following two methods or a combination thereof, as mutually agreed upon by the Director of the Department and the Consultant.

- (1) A Lump Sum (See Section 5.01A).
- (2) Hourly Rate, as defined and at the rates set forth in Section 5.01C.

The contract is for duration of the design and construction phase of these three projects, estimated at this time to be a term of two (2) years with the option to renew for two (2) additional two (2) year periods.

The Director of the Department or his/her designee will confer with the Consultant before any Consultant's Authorization to Proceed is executed to discuss the scope of the Work, the time to complete the Work and the fee for services rendered in connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with Section 5.01C.

Upon the request of the Department, the Consultant will submit a proposal prior to the issuance of an Authorization to Proceed for work not covered under the original contract award. No payment will be made for the Consultant's time or services in connection with the preparation of any such proposal or for any work done in the absence of an Authorization to Proceed.

ARTICLE 1
DEFINITIONS

- 1.01 **ADDITIONAL SERVICES:** Those design services defined in Section 2.02
- 1.02 **BASIC SERVICES:** Those architectural design services defined in Section 2.01.
- 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 architects and/or engineers, which has entered into the agreement to provide professional services to the City. The CONSULTANT for this agreement is Hazen and Sawyer, P.C.
- 1.06 **CONSULTANT'S AUTHORIZATION TO PROCEED:** A document issued by the City to the Consultant authorizing the performance of specific professional services, and stating the time for completion and the amount of fee authorized for such services.
- 1.07 **CONTRACTOR OR CONSTRUCTION MANAGER (CM):** An individual, partnership, corporation, association, joint venture, or any combination thereof, which has entered into a contract with the City for construction of City of Hollywood, Florida, facilities and incidents thereto.
- 1.08 **DIRECTOR:** The Director of the Department of Public Utilities of the City of Hollywood, Florida, having the authority and responsibility for management of the specific projects authorized under this Agreement.
- 1.09 **INSPECTOR:** An employee of the City of Hollywood, Florida, assigned by the DIRECTOR to make observations of work performed by a Contractor.
- 1.10 **PROJECT:** The construction, alteration or repair, and all services and incidents thereto, of a CITY of Hollywood, Florida, facility as contemplated and budgeted by the City.
- 1.11 **PROJECT MANAGER:** An employee of the City of Hollywood, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the City, concerning the Contract Documents.

ARTICLE 2
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

The Consultant agrees to provide complete architectural/engineering design services set forth in the phases enumerated hereinafter and in the Florida Building Code, the City of Hollywood, Florida, Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements; including all mechanical, electrical and plumbing engineering design. Services normally required for a project of specific type, unless modified by a specific Authorization to Proceed, (hereinafter collectively called "Basic Services"), as follows:

On projects for which the City has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals and produce Construction Documents which meet the City's objectives and budget, noting that the CM shall provide and update the cost estimate and construction schedule as required.

2.01A – Phase 1A - Reuse Master Plan, and Pre-Design for Lift Station W-27 Upgrade and Force Main Replacement (Project 2) and SRWWTP Facility Planning and Improvements (Project 3):

- 1) The Consultant shall confer with representatives of the Department as necessary to review and establish the projects, consisting of a detailed listing of all functions, scope of work, inventory of existing conditions, project vision, requirements and goals, project limits and uses together with each assignable space, image, theme and design vocabulary.
- 2) The Consultant shall prepare and present, for approval by the City, the Reuse system evaluation report, update the reuse system hydraulic model, analysis of future reuse raw water sources and development of reuse master plan.
- 2a) The Consultant shall prepare and present, for approval by the City, Design Concept and Schematics Report for Project 2 and Project 3, comprising the schematic design alternatives, engineering computation, and office planning options, including an identification of any special requirement affecting the Project, a Project Development Schedule and Statement of Probable Construction Cost as defined below:
 - a. The schematic design alternatives and office planning options shall consist of site and floor plans, elevations, sections, etc. as required by the Project Manager and shall show the scale and relationship of the parts and the design concept of the whole.
 - b. The Project Development Schedule shall show the proposed completion date of each Phase of the Project through planning, design, permitting, bidding, construction, and proposed completion dates.
 - c. The Statement of Probable Construction Cost (when applicable) shall include a summary of the estimated cost of the mechanical, electrical and plumbing elements, professional fees, construction contingency allowance, escalation factors adjusted to the estimated bid date, movable equipment (if any), contingencies (if any), utility service extensions (if applicable), and funding allocation evaluation comprising a brief description of the basis for estimated costs (similar projects) adjusted to bid date, and a preliminary evaluation of the project and the allocated construction funds in terms of each other.

- 3) The Consultant shall submit three copies of all documents required under this Phase, without additional charge, for approval by the City, and the Consultant shall not proceed with the next step in this Phase until the documents have been approved by the City and an Authorization to Proceed with the next steps in the phase has been issued.
- 4) The Consultant shall record comments and suggestions, prepare meeting minutes, and provide written responses to all comments, including information about why the comment/suggestion was or was not incorporated into the design. These responses will be included in the 90% plans presentation.

2.01B – Construction Documents Development (Phase 1B):

From the approved Design Development Documents, the Consultant shall prepare for approval by City, and in accordance with City's format, Construction Documents setting forth in detail the requirements for the construction of the Project. The Consultant is responsible for full compliance of the design and the Construction Documents with all applicable codes.

1) 90% Construction Documents Submittal:

The Consultant shall make a 90% Construction Documents submittal, for approval by the City, which shall include:

- a. Three sets of prints of all drawings and electronic submittal of all drawings and specifications.
 - b. A complete index of every drawing sheet, to become part of the Construction Documents.
 - c. Preparation of the Specifications, using CSI Standards, including the 17-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved. The 90% construction documents submittal shall include all sections of applicable Divisions.
 - d. Provide an updated Statement of Probable Construction Cost, as indicated by time factor, changes in requirements, or general market conditions, and an updated Project Development Schedule.
 - e. Where applicable, approved additive alternate bid items in the Construction Documents to permit the City to award a Construction Contract within the limit of budgeted amount.
- 2) The Consultant shall not proceed with further development until approval of the 90% documents is received from the City. The Consultant shall make all changes to the documents and resolve all questions indicated on the documents.
 - 3) 100% Construction Documents Submittal:
 - a. Upon 100% completion of the Construction Documents, the Consultant shall submit to the City three copies each of check sets of the Drawings, Specifications, reports etc., together with a final, updated Statement of Probable Construction Cost.

- b. The Consultant shall make all required changes or additions and resolve all questions on the documents. Upon final approval by the City, the Consultant shall furnish one copy of all Drawings and Specifications, along with a reproducible set and an electronic copy to the City without additional charge.
- c. The Consultant shall submit detailed design documents to the permitting agencies for review or procurement of permit. These permit agencies include but not limited to Florida Department of Environmental Protection (FDEP), Broward County Environmental Protection and Growth Management Division (BCEPGMD), Broward County Traffic Engineering Division Right-of-Way permit, City of Hollywood Building Department permit.

2.01C – Bidding and Award of Contract (Phase 1C):

1) Bid Documents Approvals and Printing:

Upon obtaining all necessary approvals of the Construction Documents, and approval by the City of the latest Statement of Probable Construction Cost, the Consultant shall assist the City, where applicable, in obtaining bids and awarding construction contracts.

2) Consultant shall assist the City during the bidding phase for the project. Activities to be performed are as follows: attend a pre-bid conference, reply to bidders' questions, draft up to two addenda to the technical specifications and drawings for City distribution, review the Bid Proposal form, prepare a Bid Tabulation, check contractor references of the lowest responsive bidder, and issue a recommendation of award.

- a. The City shall issue the Bid Documents to prospective Consultants and keep a complete "List of Consultants". The Advertisement for Bids will instruct the bidders to download the Bid Documents from BidSync website.

3) If the lowest responsive, responsible Base Bid received, or the Construction Manager's Guaranteed Maximum Price (GMP), exceeds the Total Authorized Design Value, the City may:

- a. Approve the increase in Project cost and award a contract, or
- b. Direct the Consultant to revise the Project scope or quality, or both, as approved by the City, and rebid the Project, or
- c. Suspend or abandon the Project.

NOTE: Under item (3)b. above, the Consultant shall, without additional compensation, modify the Construction Documents as necessary to bring the Probable Construction Cost within the budgeted amount. The providing of such service shall be the limit of the Consultant's responsibility in this regard, and having done so, the Consultant shall be compensated in accordance with the contract. The City may recognize exceptional construction market cost fluctuations before exercising option (3)b. above.

If the Latest Statement of Probable Construction Cost exceeds the budgeted amount, the Consultant shall review the materials, equipment, component systems and types of construction included in the Contract Documents and may recommend changes in

such items and/or reasonable adjustments in the scope of the Project (to be made at no additional cost to the City) that will result in bids within the available funds.

2.01D – Administration of the Construction Contract (Phase 2), will be negotiated and presented to the City Commission for approval at a later date:

- 1) The Construction Phase will begin with the award of the Construction Contract and will end when the City approves the Contractor's final Payment Certificate. During this period, the Consultant shall provide Administration of the Construction Contract as set forth in the General and Supplementary Conditions of the Construction Contract.
- 2) The Consultant, as the representative of the City during the Construction Phase, shall advise and consult with the City and shall have authority to act on behalf of the City to the extent provided in the General Conditions and the Supplementary Conditions of the Construction Contract. The Consultant and the sub-consultant(s) shall ascertain that the Contractor is making timely submittal of shop drawings.
- 3) The Consultant shall visit the site at least bi-weekly (or as necessary), and at all key construction events, and the Consultant's respective sub-consultant(s) shall visit the site bi-weekly (or as necessary), to ascertain the progress of the Project and to determine in general if the work is proceeding in accordance with the Contract Documents. On the basis of on-site observations, the Consultant shall endeavor to guard the City against defects and deficiencies in the work. The Consultant will not be required to make extensive inspections or provide continuous daily on-site inspections to check the quality or quantity of the work unless otherwise set forth in the contract.

The Consultant will not be held responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Consultant be held responsible for the Contractor's or Subcontractors', or any of their agents' or employees' failure to perform the Work in accordance with the Contract Documents.

- 4) The Consultant shall also note the general status and progress of the work and submit it in a timely manner. The Consultant and the sub-consultant(s) shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.
- 5) Based on observations at the site, the Consultant shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
 - a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
 - b. The results of any subsequent tests required by the Contract Documents.
 - c. Minor deviations from the Contract Documents correctable prior to completion.
 - d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount applied for.

- 6) The Consultant shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 7) Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Consultant shall have authority to recommend rejection of work that does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable to ensure compliance with the Contract Documents, the Consultant will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or installed and completed. The Consultant shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.
- 9) The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the City.
- 10) The Consultant shall initiate and negotiate Change Orders for the City's approval as required by the Consultant's observations or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
- 11) The Consultant shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall, prior to occupancy, recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the Contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by the Consultant and the sub-consultant in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Consultant recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the City.
- 12) The Consultant shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to 1) initial instruction of City's personnel in the operation and maintenance of any equipment or system, 2) initial start-up and testing, adjusting and balancing of equipment and systems and 3) final clean-up of the Project.

- 13) The Consultant shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor and such drawings shall become the property of the City.

2.01E – Other Future phases of the project, including detailed design and construction administration of other facilities based on decision from space planning, will be negotiated and presented to the City Commission for approval at a later date.

2.02 ADDITIONAL SERVICES:

2.02A Additional Services as listed below are normally considered to be beyond the scope of the Basic Services as defined in this Agreement, and if authorized by an appropriate written authorization, will be compensated for as provided under Section 5.02.

- 1) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a project.
- 2) Planning surveys, or comparative studies of prospective sites.
- 3) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the City.
- 4) The services of one or more full-time Project Field Representatives during construction.
- 5) Extended assistance beyond that provided under Basic Services for the initial start-up, testing, adjusting and balancing of any equipment or system; extended training of City's personnel in operation and maintenance of equipment and systems, and consultation during such training; and preparation of operating and maintenance manuals, other than those provided by the Contractor, subcontractor, or equipment manufacturer.
- 6) Consultation concerning replacement of any work damaged or built inconsistently with the Contract Drawings, providing the cause is found by the City to be other than by fault of the Consultant or his/her agents.
- 7) Making major revisions changing the scope of a project, to drawings and specifications, when such revisions are inconsistent with written approvals or instructions previously given by the City and are due to causes beyond the control of the Consultant. (Major revisions are defined as those changing the scope and/or scheme and/or any significant portion thereof.)
- 8) Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, providing, however, that the Consultant cannot testify against the City in any proceeding during the course of this Agreement.
- 9) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.

- 10) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural/engineering practice related to construction.

2.03 REIMBURSABLES:

Reimbursables are those items authorized by the City in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work 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, 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 (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson 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 of CONSULTANT to deliver services, set forth in this Agreement.
- e) Identifiable testing costs approved by Project Manager.
- f) All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) 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 Director and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3
SUBCONSULTANTS

3.01 DEFINITIONS:

3.01A 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 2.01 herein.

3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

3.02A 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.

3.02B 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 his direction, control, supervision, retention and/or discharge.

3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
Bermello Ajamil & Partners_____	Architectural design_____
Craven Thompson & Associates Inc._____	Survey, Civil design_____
Radise International_____	Geotechnical engineering_____
Hammond & Associates_____	HVAC_____

The Consultant shall not change any Subconsultant without prior approval by the City, 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 City.

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 as an Additional Reimbursable Service:

4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties;

the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it has relative to storm water, communications, sewer, water, gas and electrical services.

- 4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend necessary tests to the City.
- 4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program as per Section 2.01A.
- 4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements," as defined, must be authorized in advance.
- 4.01E The services, information, surveys and reports required by Paragraphs 4.01A through 4.01C, inclusive, shall be furnished at the City's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the City (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.
- 4.01F The City shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

- 4.02A The Director of the Department shall act on behalf of the City in all matters pertaining to this Agreement, and with the approval of the City Manager, the Department shall process all Authorizations to Proceed pursuant to the Procurement Code for execution by both the City and the Consultant. The Director of the Department shall approve all invoices for payment to the Consultant.
- 4.02B The Department shall act as liaison between the Consultant and City. The Director of the Department shall designate a Project Manager to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents 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.
- 4.02C During the construction phase, the Consultant and the Department staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.
- 4.02D If the City observes or otherwise becomes aware of any fault or defective work in a project, or other nonconformance with the Contract Documents during the construction phases, the City shall give prompt notice thereof to the Consultant.

4.03 LEGAL SERVICES, ETC.:

4.03A The City shall furnish any legal, accounting, insurance counseling, and auditing services that the Consultant may require to ascertain how or for what purposes a Contractor has used the money paid to the Contractor under a Construction Contract, as may be required by the City.

ARTICLE 5
BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees shall be computed on an hourly rate as set forth in Exhibit "A" entitled Rate Schedule and in accordance with Consultant's proposal.

5.02 FEE FOR ADDITIVE ALTERNATES:

The design of additive alternates authorized by the Director of the Department will be considered a Basic Service and the fees for these alternates will be calculated, as mutually agreed by the Director of the Department and the Consultant and approved by the City Manager.

5.03 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described under Sections 2.02 and 2.03. The fee for such services will be computed by the Hourly Rate. An independent and detailed Authorization to Proceed shall be required to be executed by the parties. The Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City's Procurement Code and other applicable laws.

The City will reimburse the Consultant for authorized Reimbursable Services as verified by appropriate bills, invoices, or statements.

5.04 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit(s) A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g., sick leave, vacation, holiday, unemployment taxes, retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the City may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary costs and Reimbursables shall be billed to the City in the actual amount paid by Consultant.

5.05 Absent an amendment to the agreement any maximum amounts stated for compensation, or percentage amounts of compensation, shall not be exceeded. In the event they are so exceeded, the City shall have no liability or responsibility for paying any amount of such excess, which will be at Consultant's own cost and expense.

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 each Phase of the Work and as established by the approved proposal.

Partial payments, corresponding to the percentage of completion of the Project, may be made during Construction Administration, according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Section 5.01C and Exhibit A," and as authorized by an Authorization to Proceed.

Consultant shall invoice the City based upon the Consultant's rate schedule set forth in Exhibit "A". 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 via email to ECSDPaymentPortal@hollywoodfl.org. 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 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:

Payment for Additional Services may be requested monthly in proportion to the services performed. When such services are authorized as an hourly rate, the Consultant shall submit for approval by the Director of Department, a duly certified invoice, giving names, classification, salary rate per hour, hours worked and total charge for all personnel directly engaged on a project or task. To the sum thus obtained, any authorized Reimbursable Services Cost may be added. The Consultant shall attach to the invoice all supporting data for payments made to Subconsultants engaged on the project or task.

In addition to the invoice, the Consultant shall, for Hourly Rate authorizations, submit a progress report giving the percentage of completion of the Project development and the total estimated fee to completion.

6.03 DEDUCTIONS:

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

6.04 PROJECT SUSPENSION:

If a 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 any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed 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 the Project is resumed after having been suspended for more than three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE 7 REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

It is understood that all Consultant agreements for new work will include the provision for the re-use of plans and specifications, including Phase V of Basic Services described in Article 2, at the City's sole option, by the Consultants agreeing to do work in accordance with the above listed schedule, and by virtue of signing this agreement they agree to a re-use in accordance with this provision without the necessity of further approvals or documents being required and without recourse for such re-use.

If the City elects to re-use the plans and specifications prepared for a project for other projects on other sites, the Consultant will be paid 35% of the original basic fee as calculated under Article 5, Basis of Compensation for Phases I through IV. The Consultant shall not be paid for Phase V of such reuse unless the Consultant services are retained for Phase V, at which time a fee for this phase will be negotiated. Each re-use shall include all Basic Services and minor modifications to the plans and specifications. Services normally required to suit new site conditions, including landscaping, site work, etc., will be negotiated if required. Any major modifications to the plans and specifications will also be negotiated as necessary. The stipulations and conditions of this Agreement shall remain in force for each re-use project, unless otherwise agreed. The re-use rights referenced herein are for the re-use by the City of Hollywood only, and said re-use rights may not be transferred to another entity or governmental agency.

The Consultant shall bind all Sub-consultants to the Contract requirements for re-use of Plans and Specifications.

ARTICLE 8
GENERAL PROVISIONS

8.01 INDEMNIFICATION:

The Consultant shall indemnify and hold harmless the City, and their 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 the Consultant and other persons employed or utilized by the Consultant in the performance of this Contract. These provisions shall survive the expiration or earlier termination of this Contract. Nothing in this contract shall be construed in any way to affect the sovereign immunity of the City or the rights of the City as set forth in Florida Statutes 768.28, as amended from time to time.

8.02 INSURANCE:

Prior to the commencement of work governed by this contract (including the pre-staging of personnel and material), the Consultant shall obtain insurance as specified in the schedules shown below. The Consultant will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by the Consultant. As an alternative the Consultant may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) 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 the Consultant to provide satisfactory evidence of 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 commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

The Consultant shall maintain the required insurance throughout the entire term of this contract 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 the 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 the Consultant's failure to maintain the required insurance.

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

1. Certificate of Insurance
2. Certified copy of the actual insurance policy

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

The acceptance and/or approval of the Consultant's insurance shall not be construed as relieving the 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. In addition, the 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 prepared form entitled

"Request for Waiver of Insurance Requirements" and approved by the City's Risk Management Department.

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City 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.

The Consultant shall furnish certificates of insurance to the Risk Management Director for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that the 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 the 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 Owner.

1. Comprehensive General Liability:

Prior to the commencement of work governed by this contract, the Consultant shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of the contract 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:

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

An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum of twelve (12) months following the acceptance of work by the City. The City of Hollywood shall be named as Additional Insured on all policies issued to satisfy the above requirements.

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, the 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)

The City of Hollywood 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 contract, the Consultant shall obtain Workers' Compensation Insurance with limits sufficient to respond to the applicable state statutes.

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

\$ 100,000.00 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 the contract.

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

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

4. Professional Liability Insurance:

Recognizing that the work governed by this contract involves the furnishing of advice or services of a professional nature, the Consultant shall purchase and maintain, throughout the life of the contract, Professional Liability Insurance which will respond to damages resulting from any claim arising out of the performance of professional services or any error or omission of the Consultant arising out of work governed by this contract.

The minimum limits of liability shall be:

\$ 5,000,000.00 per Occurrence / **\$ 5,000,000.00** Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

The services to be performed hereunder shall be performed by the Consultant's own staff, unless otherwise approved by the City. Said approval shall not be construed as constituting an agreement between the City and said other person or firm.

Consultant agrees, within fourteen (14) calendar days of receipt of a written request from the City, to promptly remove and replace any personnel employed or retained by the Consultant, or any sub-consultants or subcontractors or any personnel of any such sub-consultants or subcontractors engaged by the Consultant, to provide and perform services or work pursuant to the requirements of this Agreement, whom the City shall request in writing to be removed, which request may be made by the City with or without cause.

8.03B Time For Performance:

The Consultant agrees to start all work hereunder upon receipt of an Authorization to Proceed issued by the Director of the Department and to complete each Phase within the time stipulated in the Authorization to Proceed. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of various Phases 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 the Consultant for extra compensation.

8.04 TERMINATION OF AGREEMENT:

8.04A Right to Terminate:

The 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. The Consultant shall be paid in accordance with Section 6.04, provided that said documentation be turned over to City within ten (10) business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

The 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 sixty (60) days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.

8.04B Annulment:

The Consultant warrants that he or she 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 agreement and that he or she 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 other consideration contingent upon or resulting from the award or making of this agreement.

For the breach or violation of this provision, the City shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

ARTICLE 9
MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

The City reserves the right to audit the Consultant's accounts for bills submitted on Hourly Rate basis during the performance of this Agreement and for five (5) years after final payment under this Agreement. The Consultant agrees to furnish copies of any records necessary, in the opinion of the Director, to approve any requests for payment by the Consultant.

9.02 OWNERSHIP OF DOCUMENTS:

Drawings and Specifications as instruments of service are and shall become the property of the City whether the Project for which they are made is executed or not. The Consultant shall be permitted to retain copies, including reproducible copies, of Drawings and Specifications for information and reference in connection with the City's use and occupancy of the Project.

The Drawings and Specifications shall not be used by the City on other projects, for additions to this Project, or for completion of this Project by others, provided the Consultant is not in default under this Agreement, except as provided in Article 7 or by agreement in writing and appropriate compensation to the Consultant, in which case such drawings and specifications may be used.

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 the 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 paragraph.

9.03 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 (5) 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 (5) year period noted above; provided, however such activity shall be conducted only during normal business hours.

9.04 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the City and the 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.

9.05 SUCCESSORS AND ASSIGNS:

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

The 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.

9.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for a project to be compensated under the Lump Sum method the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said 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 (1) year following the end of the Project.

9.07 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 under Article 8.01 where Consultant shall pay the City's reasonable attorney's fees.

9.08 CONSULTANT'S STAFF:

Consultant will provide the key staff identified in their proposal for the Project as long as said key staff is in Consultant's employment.

Consultant will obtain prior written approval of Project Manager to change key staff. Consultant shall provide Project Manager with such information as necessary to determine the suitability of proposed new key staff. Project Manager will act reasonably in evaluating key staff qualifications.

If Project Manager desires to request removal of any of Consultant's staff, Project Manager shall first meet with Consultant and provide reasonable justification for said removal.

9.09 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 Attorney
City of Hollywood
Post Office Box 229045
Hollywood, Florida 33022-9045

FOR CONSULTANT:

Phil Cooke, P.E., Senior Associate
Hazen and Sawyer, P.C.
4000 Hollywood Blvd, Suite 750N, North Tower
Hollywood, FL 33021

9.10 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.

9.11 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.

9.12 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.

9.13 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 design and /or construction of the subject project(s), and/or following the completion of the projects(s), 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.

9.14 TIME:

Time is of the essence in this agreement.

9.15 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.

9.16 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.

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,
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

David E. Keller, Director of Financial Services

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

Name of Corporation

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



Hazen and Sawyer
4000 Hollywood Blvd., Suite 750N, North Tower • Hollywood, FL 33021

April 26, 2022

Jeff Jiang, P.E.
CITY OF HOLLYWOOD
Department of Public Utilities
Engineering and Construction Services Division
Post Office Box 229045
Hollywood, Florida 33022

City of Hollywood
FY 2022 Public Utilities Project
Package No. 1 – Phases 1 through 3
RFQ-4690-21-OT

Dear Mr. Jiang:

Hazen and Sawyer, D.P.C. (Hazen) is pleased to offer architectural and engineering consulting services for FY 2022 Public Utilities Project Package No. 1 – Phases 1 through 3. This package includes three projects:

- Project 1 – Reuse Master Plan
- Project 2 – SRWWTP Space Planning and Building Improvements
- Project 3 – Lift Station W-27 Upgrade and Force Main Replacement

BACKGROUND

In August 2021, the City issued a Request for Qualifications to provide architectural and engineering consulting services for FY 2022 Public Utilities Project Package No. 1. Package No. 1 includes the development of a Reuse Master Plan, Space Planning and Building Improvements to the SRWWTP, and Lift Station W-27 Upgrades and Force Main Replacement.

Project 1 is defined as a Reuse Master Plan. The City currently operates a wastewater reuse system at the Southern Regional Wastewater Treatment Plant (SRWWTP) that is permitted to distribute up to 4.0 million gallons per day (mgd) of reuse water to offsite customers. The City utilizes secondary effluent from Cooper City and the Town of Davie for reuse water production. In 2008, the Ocean Outfall Legislation was signed and imposed a reuse requirement constituting a total of 10 mgd for the City of Hollywood. As part of the facility permit renewal for the SRWWTP, the Florida Department of Environmental Protection (FDEP) requires the development of a Reuse Master Plan. In addition, the City would like to define future reuse goals, perform a condition assessment of the existing facilities, evaluate the existing reuse water production and distribution system, define how to maximize the use of the available facilities, and determine how to continue reuse production should Cooper City or the Town of Davie discontinue providing secondary effluent to the City.

Project 2 is defined as Space Planning and Building Improvements at the SRWWTP. The existing Solids Handling facilities consist of the Solids Dewatering Building, the Sludge Stabilization Building, and the abandoned Zimpro Building currently being used for miscellaneous equipment

storage. This project includes miscellaneous improvements to the Solids Dewatering and Sludge Stabilization Buildings, including enclosing the buildings to address odor complaints, improved ventilation, window replacement, and roof replacement. The Zimpro Building is to be re-purposed as a receiving warehouse. The area currently used for storage of mobile generator units needs to be provided with a roof structure. The City desires to convert existing warehouse space in Building B to staff office space, including a training room. Additional space planning and improvements may be implemented throughout Building A, Building B, and the Operations Main Control Room. Minor modifications to a restroom at the Underground Utilities compound and offices at the Water Treatment Plant may also be implemented. This project includes rehabilitation and/or replacement of the existing odor control system that services the Solids Handling facilities.

Project 3 is defined as Lift Station W-27 Upgrades and Force Main Replacement. Lift Station W-27 is a critical lift station that services Memorial Regional Hospital as well as 13 upstream stations within the City's transmission system. This lift station was built in the early 1960's and is in need of renewal and/or replacement. In addition, the City experiences operational difficulties with the existing pumping arrangement. Currently, there is one large pump (200 horsepower) and two smaller pumps (75 horsepower each). It is noted that the City intends to expand the existing sewer service area in close proximity to this station, potentially increasing the volume of influent flow. Lift Station W-27 has two existing cast iron discharge force mains, 18 inches and 12 inches in diameter, which have reached the end of their useful life. The City would like to replace these force mains as required to accommodate current and potential future flows from the lift station.

SCOPE OF SERVICES

PROJECT NO. 1 – REUSE MASTER PLAN

Task 1.1 – Reuse System Evaluation, Modeling and Master Plan

Hazen shall identify the current and projected future reuse water availability, as well as the quantity, location, and timing of future reuse water demands in relation to the SRWWTP, which are vital to the development and implementation of a Reuse Master Plan. Based on available data, Hazen shall define demand changes of existing customers related to re-development, existing and potential reuse water customer users with respect to the City's goals, the Ocean Outfall Legislation requirement, the District's LEC Water Supply Plan and other current institutional issues and legal, legislative, and regulatory factors that influence reuse water management with respect to expanding and maximizing cost-effective opportunities. Such opportunities may include the use of street medians, public rights-of-way, or utility corridors.

Hazen shall also identify alternatives for future potential reuse with respect to a suitable reuse water strategy for the City. Specifically, Hazen will review existing agreements with Town of Davie, City of Cooper City, and the City of Miramar as they relate to reuse and evaluate the potential for implementing a satellite MBR treatment facility at the site of LS W-30 or other possible locations including parcels in Hollywood, to substitute/supply additional low saline effluent to the SRWWTP through the existing Davie/CC effluent force main, and options of blending Hollywood secondary effluent based on current blending irrigation test being performed at Eco Grande Golf Course.

Hazen shall evaluate the impacts of climate change and sea level rise with respect to reuse management within the City based on climate and sea level projections presented in 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

Hazen shall evaluate site feasibility based on secondary effluent flowrate requirements, prepare planning level cost estimates for each of the proposed projects identified. The estimates shall be based on local, similar projects and quotes from contractors in accordance with AACE 56R-08 Estimate Class 5. The expected accuracy range is -30% to +50%. All costs will be provided in current dollars.

Hazen shall evaluate the existing reuse facilities to identify improvements that may be necessary to maximize the current system and/or its capacity with respect to present and future customer demands. CONSULTANT shall summarize key information concerning the collection, treatment and transmission system including:

- Available reuse water supply (daily patterns and magnitude)
- Reuse water customer demands (daily patterns, flow and pressure requirements)
- Pumping system (type, number and capacity of pumping system)
- Transmission and distribution system (pipe length, diameter, and location)
- Reuse filter capacities
- Optimization of reuse supply pattern for each reuse customer

Using InfoWater, Hazen will update the City's existing reuse system hydraulic model based on the current GIS records (baseline system). This baseline system model will be used for model calibration and will include the existing infrastructure. The model shall be developed to assist in sizing facilities necessary for the potential expansion of the existing system with respect to equalization, storage, pumping and pressure regulation of delivered reuse water.

Using the baseline system model, Hazen shall further update the model to include future planned reuse customers and identify necessary infrastructure for implementation. Hazen shall prepare planning level cost estimates for the proposed projects identified. The estimates shall be based on local, similar projects and quotes from contractors in accordance with AACE 56R-08 Estimate Class 5. The expected accuracy range is -30% to +50%. All costs will be provided in current dollars.

Hazen shall provide a Reuse Master Plan submittal representing the 90% level of completion and attend progress meetings wherein updates will be provided via brief written and/or verbal summaries. The incorporation of comments received at the 90% level will constitute the final submittal (100%). Up to three (3) meetings are anticipated. Hazen shall prepare meeting minutes comprised of issues discussed relevant to the Reuse Master Plan. Hazen shall prepare and provide copies of all Wastewater Master Plan submittals for review by the City. It is assumed that the final report will be provided in pdf (portable document format) and hard copy format (5 copies). No permitting services are envisioned.

Task 1.2 – Town of Davie System II Evaluation

As a potential future task, the City may contemplate acquisition of the existing Town of Davie System II wastewater treatment plant to supply low saline effluent to the SRWWTP for reuse

treatment. The scope of work efforts to be performed under this allowance will be administered at the City's discretion.

Task 1.3 – City Commission Workshop Assistance

Hazen shall assist City staff in a workshop with the City Commission by preparing visuals for the Reuse Master Plan and attending the workshop to answer questions. The scope of work efforts to be performed under this allowance will be administered at the City's discretion.

Task 1.4 – Engineering Contingency Allowance

As a future task, Hazen may be requested to perform additional work efforts. Work efforts engaged under this allowance will be negotiated and administered at the City's discretion on an as-needed basis as authorized by the City.

PROJECT NO. 2 – SRWWTP SPACE PLANNING AND BUILDING IMPROVEMENTS

As proposed, the Hazen Team (Hazen and Bermello Ajamil & Partners – see attached scope of services), shall develop design sketches (approximately 30% complete) describing the necessary renovations envisioned by the City. The work product will consist primarily of preliminary layout and design concept drawings to allow the City to implement the project via the Construction Manager at Risk (CMAR) approach for the following:

- **Dewatering Building**
 - Refurbish chemical odor control system to original design standards
 - Additional building openings with louvers and/or via vented roll-up doors
 - Replacement of access doors and equipment roll-up doors
 - Surface preparation and painting of interior (second floor only)
 - Roof replacement
 - Addition of rooftop solar panels (as alternate bid item)
- **Sludge Stabilization Building**
 - Refurbish chemical odor control system to original design standards
 - Additional building openings with louvers and/or via vented roll-up doors
 - Replacement of access doors and equipment roll-up doors
 - Surface preparation and painting of interior (first and second floor)
 - Roof replacement
 - Addition of rooftop solar panels (as alternate bid item)
 - Screen enclosure for west stairwell
 - Inquire with Schwing-Bioset regarding ways to reduce sludge splashing
- **Renovate existing equipment storage area for use as Receiving Warehouse**
 - Surface preparation and painting of interior (ground floor only)
 - Expansion (approx. 30'x70') to the south for office space and meter shop
 - Addition of a bathroom
 - Addition of interior walls for office space and meter shop
 - Addition of A/C for office spaces
 - Addition of locker rooms
 - Increased ventilation for storage area
 - Addition of heavy-duty shelving for equipment storage (pumps, etc.)
 - Replacement of existing doors
 - Roof replacement

- Re-purpose south fenced area (request list of gensets & 5 trailer pumps for outdoor storage)
- **Renovate existing Receiving Warehouse for use as staff training room and additional office space**
 - Addition of interior walls for office space
 - Modification of A/C ductwork
 - Allowance for furniture and audio-visual equipment
- **Equipment storage roof structure drawings (areas north and south of Solids Facility)**
 - Covered parking for mobile gensets
 - Compacted grade with gravel base
 - Rooftop solar panels (as alternate bid item)
 - Lighting
- **Renovate Main Control Building**
 - Extend building to south approximately 24 feet to add approximately 1400 square feet
 - Enlarge and renovate men's and women's locker rooms, operator's break room, operator's lab, and chief operator's and superintendent's office space
 - Renovate/convert instrumentation room to include office space
- **Renovate portions of Building A (Planning Only)**
 - Move laboratory to Building B (Receiving Warehouse area if possible)
 - Convert former laboratory area to office space
- **Renovate portions of Building B (Planning Only)**
 - Convert Maintenance, Electrical and Welding Shops to plant laboratory
 - Renovate north wing office space, filing and storage rooms
 - Renovate break room
 - Update men's and women's locker rooms
 - Renovate ICE offices and storage
 - Potentially relocate meter shop to Building B (instead of renovated Equipment Storage area)

Task 2.1 – Odor Control Refurbishment, Dewatering/Sludge Stabilization Buildings, Receiving Warehouse, and Underground Utilities Restrooms

As outlined above, the Hazen Team shall develop drawings and specifications for the renovation of the existing Dewatering and Sludge Stabilization buildings. In general, the work envisions miscellaneous improvements such as increased ventilation, new roll-up doors, and general painting. Likewise, the existing equipment storage area in the former Zimpro Building is to be re-purposed as a receiving warehouse. The existing receiving warehouse area in Building B will be renovated to office space. The designs shall include refurbishment of both of the existing odor control scrubbers, currently out of service and accompanying chemical storage and dosing equipment. Additionally, the refurbishment of an existing restroom at the Underground Utilities Facility and construction of an additional restroom will be addressed. This work also includes the construction of a covered storage area for mobile generators dedicated to the City's wastewater lift stations and installation of solar panels to offset power consumption at the SRWWTP and to combat climate change.

The Hazen Team will attend one kickoff meeting with the City to develop a shared vision for the project. The intent of the meeting shall be to outline City expectations regarding project content,

schedule, and communications. Subsequently, a site visit with the City will take place to identify key issues and constraints for the purpose of schematic design drawing development. A summary of the site visit conclusions will be provided for review and comment prior to proceeding.

Based on the direction provided, the Hazen Team shall develop schematic designs that depict the size and shape of the facilities and site features. Renderings will be provided to the City for review and approval. The Hazen Team shall attend a second meeting to review the schematic design drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the design development phase of the work. It is noted that significant deviations from or additions to the original design previously discussed will be pursued as an addition service.

Based on the approved schematic design drawings and City direction, design development drawings will be prepared to further refine and articulate the project elements established in the schematic design phase. The Hazen Team shall attend a third meeting to review the design development drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the final design phase of the work.

Upon receiving written approval on the design development drawings, the Hazen Team shall prepare 100% construction drawings and technical specifications. A fourth meeting with the City will be held to review the 100% design and receive comments. Signed and sealed construction drawings will be submitted to the City for Building Department Review. The Hazen Team shall address all building department comments including up to one meeting if needed. City utilities staff shall assist with the Building Department process as needed.

The Hazen Team shall assist the City during the bidding phase for the project. Activities to be performed are as follows: attend a pre-bid conference, reply to bidders' questions, draft up to two addenda to the technical specifications and drawings for City distribution, review the Bid Proposal form, prepare a Bid Tabulation, check contractor references of the lowest responsive bidder, and issue a recommendation of award. Contract document packages will be produced and distributed by the City.

Task 2.2 – Main Control Building Renovation

As outlined above, the Hazen Team shall develop drawings and specifications for the renovation of the existing Main Control Building. In general, the work envisions renovation of the existing men's and women's locker rooms, break room, Operator's laboratory, office space, and potential expansion of the building.

The Hazen Team will attend one kickoff meeting with the City to develop a shared vision for the project. The intent of the meeting shall be to outline City expectations regarding project content, schedule, and communications. Subsequently, a site visit with the City will take place to identify key issues and constraints for the purpose of schematic design drawing development. A summary of the site visit conclusions will be provided for review and comment prior to proceeding.

Based on the direction provided, the Hazen Team shall develop schematic designs that depict the size and shape of the facilities and site features. Renderings will be provided to the City for review and approval. The Hazen Team shall attend a second meeting to review the schematic design drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the design development phase of the work. It

is noted that significant deviations from or additions to the original design previously discussed will be pursued as an addition service.

Based on the approved schematic design drawings and City direction, design development drawings will be prepared to further refine and articulate the project elements established in the schematic design phase. The Hazen Team shall attend a third meeting to review the design development drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the final design phase of the work.

Upon receiving written approval on the design development drawings, the Hazen Team shall prepare 100% construction drawings and technical specifications. A fourth meeting with the City will be held to review the 100% design and receive comments. Signed and sealed construction drawings will be submitted to the City for Building Department Review. The Hazen Team shall address all building department comments including up to one meeting if needed. City utilities staff shall assist with the Building Department process as needed.

The Hazen Team shall assist the City during the bidding phase for the project. Activities to be performed are as follows: attend a pre-bid conference, reply to bidders' questions, draft up to two addenda to the technical specifications and drawings for City distribution, review the Bid Proposal form, prepare a Bid Tabulation, check contractor references of the lowest responsive bidder, and issue a recommendation of award. Contract document packages will be produced and distributed by the City.

Task 2.3 – Building A Renovation (Planning Only)

The Hazen Team shall make site visits, develop schematic designs, attend review meetings with City staff, and produce design development drawings sufficient to define the design intent, schedule, and estimated cost of the intended project subtask. In general, the work envisions relocation of the second floor laboratory to Building B and renovation of the former laboratory area to office space. Detailed construction documents and technical specifications are not included.

The Hazen Team will attend one kickoff meeting with the City to develop a shared vision for the project. The intent of the meeting shall be to outline City expectations regarding project content, schedule, and communications. Subsequently, a site visit with the City will take place to identify key issues and constraints for the purpose of schematic design drawing development. A summary of the site visit conclusions will be provided for review and comment prior to proceeding.

Based on the direction provided, the Hazen Team shall develop schematic designs that depict the size and shape of the facilities and site features. Renderings will be provided to the City for review and approval. The Hazen Team shall attend a second meeting to review the schematic design drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the design development phase of the work. It is noted that significant deviations from or additions to the original design previously discussed will be pursued as an addition service.

Based on the approved schematic design drawings and City direction, design development drawings will be prepared to further refine and articulate the project elements established in the schematic design phase. The Hazen Team shall attend a third meeting to review the design development drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the final design phase of the work.

Task 2.4 – Building B Renovation (Planning Only)

The Hazen Team shall make site visits, develop schematic designs, attend review meetings with City staff, and produce design development drawings sufficient to define the design intent, schedule, and estimated cost of the intended project subtask. In general, the work envisions conversion of the maintenance, electrical and welding shops to a new plant laboratory, renovation of existing office spaces, break room and locker rooms. Detailed construction documents and technical specifications are not included.

The Hazen Team will attend one kickoff meeting with the City to develop a shared vision for the project. The intent of the meeting shall be to outline City expectations regarding project content, schedule, and communications. Subsequently, a site visit with the City will take place to identify key issues and constraints for the purpose of schematic design drawing development. A summary of the site visit conclusions will be provided for review and comment prior to proceeding.

Based on the direction provided, the Hazen Team shall develop schematic designs that depict the size and shape of the facilities and site features. Renderings will be provided to the City for review and approval. The Hazen Team shall attend a second meeting to review the schematic design drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the design development phase of the work. It is noted that significant deviations from or additions to the original design previously discussed will be pursued as an addition service.

Based on the approved schematic design drawings and City direction, design development drawings will be prepared to further refine and articulate the project elements established in the schematic design phase. The Hazen Team shall attend a third meeting to review the design development drawings with the intent of developing a final, consolidated list of comments and/or changes. Minor revisions shall be incorporated into the final design phase of the work.

PROJECT NO. 3 – LIFT STATION W-27 UPGRADES AND FORCE MAIN REPLACEMENT

Task 3.1 – Design

Preliminary design activities shall include the following:

- **Topographic and Boundary Survey:** Hazen shall contract the services of a licensed State of Florida Surveyor to prepare a topographic and boundary survey in accordance with the requirements of Florida Administrative Code Chapter 61G17.004. The topographic survey will be limited to those above ground visible improvements lying within the lift station property and proposed force main route (approximately 1,600 linear feet). A boundary survey of the pump station is included as part of this activity.
- **Underground Utility Designations:** CONSULTANT shall retain the services of an underground utility locator company in an effort to locate underground utilities in select areas of the project. These locates will be incorporated into the topographic survey.
- **Geotechnical Investigation:** CONSULTANT shall retain the services of a licensed State of Florida Geotechnical Engineer to confirm subsurface soil conditions along the force main route. A total of four Standard Penetration Test (SPT) borings to depths of 15 feet below the existing ground surface are anticipated.
- **Asbestos / Lead Abatement Survey:** CONSULTANT shall retain the services of a licensed

State of Florida testing service to confirm the presence or absence of asbestos and lead with respect to work practices to be followed during demolition and renovation of the structure in accordance with EPA NESHAP requirements.

Hazen shall perform a hydraulic analysis to confirm pumping and force main capacity at the lift station. City shall provide available operation records for the lift station, including current pump curves, run time data, historical discharge pressures and flows, wet well level information, and operating pressure range of the receiving Taft Street force main. Hydraulic modeling shall include a desktop analysis based on existing operational data. As part of the Wastewater Master Plan, Hazen will develop a detailed hydraulic model of the City's collection and transmission system. This W-27 project task will coordinate the findings from that effort for the surrounding unsewered areas to approximate future flows to the lift station. Future flow data will be based on standards published by the Florida Administrative Code 64E-6.008. Based on the results of the hydraulic modeling efforts, Hazen shall make recommendations for proposed pumps (number and size) as well as proposed force main size.

Hazen shall prepare a Technical Memorandum (TM) summarizing the results of this task. This TM shall form the basis of design for the project. The TM shall also include recommendations for pump replacement, a project development schedule, and an opinion of probable construction cost (OPCC). Hazen shall provide City with electronic PDF copies and three (3) hard copies of the TM. Hazen shall meet with City staff to receive and discuss City's review comments. Meeting minutes shall be prepared by Hazen and distributed electronically to attendees. Meeting minutes shall include a comment and response log and responses shall be incorporated into future design submittals. The City shall issue an Authorization to Proceed (ATP) prior to development of detailed design documents.

It is anticipated that the City will schedule the review meeting within two (2) weeks from submittal of the TM. Hazen shall provide minutes and the comment and response log within two (2) weeks from the date of the review meeting. Two (2) additional weeks of time has been estimated for issuance of the ATP by the City.

Hazen shall prepare contract documents (plans and specifications) for bidding/construction of the Lift Station W-27 Rehabilitation and Force Main Improvements project based on the TM. It is anticipated that the detailed design drawings will include the following items:

- Bypass pumping system during construction
- Replacement of three vertical pumps with up to four dry pit submersible pumps
- Addition of variable frequency drives and replacement of disconnects and motor control centers
- Replacement of pump station valves (both interior if required and exterior) and interior piping
- Addition of a flow meter and pressure transmitter in a concrete vault on the discharge force main
- Replacement of emergency generator and day tank if required
- Replacement of bulk storage fuel tank, structure, and fuel piping to meet current regulatory requirements
- Replacement of interior lighting, ventilation, and louvers
- Replacement of station roof and exterior doors
- Replacement of station monorail

- Interior and exterior painting of pump station, including specialty coating of wet well
- Replacement of perimeter fence
- Replacement of existing 18-inch and 12-inch cast iron force mains with a 24-inch ductile iron force main (size to be confirmed during Task 2), extending from the pump station to Taft Street, along North 31st Road or in the alley between North 31st Road and 31st Circle
- Limited stormwater improvements in the alleyway west of Rotary Park

Hazen shall provide City with electronic PDF copies and three (3) hard copies of the plans and specifications at the 90% design stage. The 90% design submittal shall consist of the entire contract set, including the City's front end documents, technical specifications, and construction drawings for all work proposed. Plan, profile, and detail sheets for the force main will be included. The OPCC will be updated for the 90% design submittal stages. Hazen shall meet with City staff to receive and discuss City's review comments. Meeting minutes shall be prepared by Hazen and distributed electronically to attendees. Meeting minutes shall include a comment and response log and responses shall be incorporated into future design submittals. The City shall issue an ATP prior to completion of the 100% check construction documents.

It is anticipated that the City will schedule the review meeting within two (2) weeks from submittal of the 90% design documents. Hazen shall provide minutes and the comment and response log within two (2) weeks from the date of the review meeting. Two (2) additional weeks of time has been estimated for issuance of the ATP by the City.

100% check construction documents shall be provided to the City, addressing all comments received during the 90% design review meeting. This submittal shall include one electronic PDF copy and three (3) hard copies of the plans and specifications. An updated OPCC shall also be provided.

Task 3.2 – Permitting

Hazen shall submit detailed design documents to the permitting agencies listed below for review or procurement of permit as noted:

- Florida Department of Environmental Protection (FDEP) – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System
- Broward County Environmental Protection and Growth Management Division (BCEPGMD) – Application to Construct a Wastewater Collection/Transmission System
- Broward County Environmental Protection and Growth Management Division (BCEPGMD) – Hazardous Material Management Facility License (Fuel Storage Tank)
- City of Hollywood Engineering Right-of-Way permit

It is anticipated that City of Hollywood Building Department permitting and related permitting fees will be addressed by City staff. Hazen will respond to related requests for information prior to bidding.

Task 3.3 - Bidding Services

Final bid documents shall be provided to the City. The bid documents shall incorporate all changes required by regulatory agencies with jurisdiction over the project as well as comments from the

City on the 100% check construction documents. Hazen shall provide one PDF copy of the bid documents as well as one reproducible set of documents.

Hazen shall assist the City during the bidding phase for the project. Activities to be performed are as follows: attend a pre-bid conference, reply to bidders' questions, draft up to two addenda to the technical specifications and drawings for City distribution, review the Bid Proposal form, prepare a Bid Tabulation, check contractor references of the lowest responsive bidder, and issue a recommendation of award. Contract document packages will be produced and distributed by the City.

Task 3.4 - Contingency

Hazen may provide additional services, as requested by the City, beyond the level of effort of the statement of work outlined in Tasks 3.1 through 3.3. Engineering Services performed under Task 3.4 must be initiated by a separate written Notice to Proceed issued by the City's Project Manager.

KEY ASSUMPTIONS

Key assumptions concerning this scope are:

- This Scope of Services includes Phases 1 through 3 as described in the Request for Qualifications RFQ-4690-21-OT. Construction Administration Services (Phase 4) shall be included as part of a future Scope of Services.
- City will provide access to all necessary facilities for execution of the work.
- City shall provide access to plans and data (electronic format), both public and private, that City has record of and provide copies of requested information/documents at no charge.
- Preparation of striping plan and signage plan drawings are not included in this scope of services. Restoration of striping and signage disturbed by the construction will be described in a technical specification to be addressed by the Contractor.
- Preparation of maintenance of traffic plan drawings are not included in this scope of services. Requirements for traffic control will be described in a technical specification to be addressed by the Contractor.
- No owner-furnished / pre-purchasing of equipment is anticipated.
- Value engineering and other outside reviews (other than City staff review) are not anticipated.
- No local minority business enterprise or local small business enterprise participation is envisioned.
- An application or approval from the Development Review Committee is not required.
- All proposed building elements will meet current code requirements; however, updating the existing pump station structure to meet Florida Building Code or ADA requirements is not anticipated.
- No odor control system, landscaping or irrigation system design is included at Lift Station W-27.
- No improvements to the bathroom or office at Lift Station W-27 are included with the exception of painting.

- No improvements to the City Parks storage yard directly east of Lift Station W-27 are envisioned.
- Acquisition of easements for the proposed force main are not included.
- City will pay all permit fees.
- Public information activities, including attendance of local homeowner association meetings, preparation of meeting materials, or coordination with area residents, is not included.
- The City will competitively bid the project and enter into an agreement with an outside Contractor to complete the work. No prequalification of Contractors will be performed.
- The City will provide front end documents applicable to the project.
- The development of conformed contract documents will be performed by others.
- Services during construction will be included under a separate work order.

COMPENSATION

The engineering services for this project will be performed on a Not-to-Exceed basis as shown in the summary below. A detailed fee breakdown is attached.

<u>Project</u>	<u>Subtotal</u>
Project 1 – Reuse Master Plan	\$343,383
Project 2 – SRWWTP Space Planning and Building Improvements	\$1,155,193
Project 3 – Lift Station W-27 Upgrade and Force Main Replacement	\$737,128
Reimbursables	\$14,500

SCHEDULE

Engineering services for Phase 1 through Phase 3 activities will be completed within 12 months from Notice-to-Proceed.

Engineering services for the project will be performed as part of Architectural/Engineering Consulting Services for FY2022 Public Utilities Project Package No. 1 Professional Services Agreement, in response to Request for Qualifications RFQ-4690-21-OT. Services provided by Hazen and Sawyer, D.P.C. and its subconsultants shall be limited to those services specifically identified in this work order.

We look forward to your reply. In the meantime, should you have any questions, please contact us.

Very truly yours,

HAZEN AND SAWYER, P.C.



J. Philip Cooke, P.E.
Senior Associate

c: *File No. 4321-093/1.0*

Attachments

CITY OF HOLLYWOOD
SUMMARY FEE SCHEDULE
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER

Task No.	Task Description	Prime Consultant's Total fee	Sub-Consultant 1	Sub-Consultant 2	Sub-Consultant 3	Sub-Consultant 4	Total
100	Reuse Water Master Plan						
101	Reuse Water Master Plan	\$ 288,383	\$ -	\$ -	\$ -	\$ -	\$ 288,383
102	Town of Davie System II Evaluation	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
103	City Commission Workshop Assistance	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
104	Engineering Contingency Allowance	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Subtotal Task 100	\$ 343,383	\$ -	\$ -	\$ -	\$ -	\$ 343,383
200	SRWWTP Space Planning and Building Improvements						
201	Zimpro/Receiving Warehouse/Covered Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
201.1	Planning	\$ 25,259	\$ 106,730	\$ -	\$ -	\$ -	\$ 131,989
201.2	Detailed Design / CMAR Coordination	\$ 5,820	\$ 132,230	\$ -	\$ -	\$ -	\$ 138,050
202	Dewatering Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
202.1	Planning	\$ 24,447	\$ 27,090	\$ -	\$ -	\$ -	\$ 51,537
202.2	Detailed Design / CMAR Coordination	\$ 95,742	\$ 22,760	\$ -	\$ -	\$ -	\$ 118,502
203	Sludge Stabilization Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
203.1	Planning	\$ 24,447	\$ 21,890	\$ -	\$ -	\$ -	\$ 46,337
203.2	Detailed Design / CMAR Coordination	\$ 95,742	\$ 25,485	\$ -	\$ -	\$ -	\$ 121,227
204	Main Control Building	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
204.1	Planning	\$ 18,150	\$ 47,775	\$ -	\$ -	\$ -	\$ 65,925
204.2	Detailed Design / CMAR Coordination	\$ -	\$ 160,440	\$ -	\$ -	\$ -	\$ 160,440
205	Building A Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
205.1	Planning	\$ 19,660	\$ 59,650	\$ -	\$ -	\$ -	\$ 79,310
206	Building B Renovation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
206.1	Planning	\$ 29,106	\$ 171,310	\$ -	\$ -	\$ -	\$ 200,416
207	Underground Utilities Restrooms	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
207.1	Planning	\$ 1,940	\$ 18,560	\$ -	\$ -	\$ -	\$ 20,500
207.2	Detailed Design / CMAR Coordination	\$ -	\$ 20,960	\$ -	\$ -	\$ -	\$ 20,960
	Subtotal Task 200	\$ 340,313	\$ 814,880	\$ -	\$ -	\$ -	\$ 1,155,193
300	Lift Station W-27 Upgrade and Force Main Replacement						
301	Design	\$ 552,271	\$ -	\$ -	\$ -	\$ -	\$ 552,271
302	Permitting	\$ 32,086	\$ -	\$ -	\$ -	\$ -	\$ 32,086
303	Bidding Assistance	\$ 37,166	\$ -	\$ -	\$ -	\$ -	\$ 37,166
304	Contingency	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
305	Forcemain, Stormwater, Surveying, UG Locates	\$ -	\$ -	\$ 80,580	\$ -	\$ -	\$ 80,580
306	Geotechnical Investigations	\$ -	\$ -	\$ -	\$ 10,026	\$ -	\$ 10,026
307	HVAC	\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
	Subtotal Task 300	\$ 631,522	\$ -	\$ 80,580	\$ 10,026	\$ 15,000	\$ 737,128
900	Reimbursables						
901	Asbestos / Lead Survey	\$ 12,000	\$ -	\$ -	\$ -	\$ -	\$ 12,000
902	Reproduction	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
903	Shipping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
904	Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
905	Mileage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
999	Out-of-Pocket	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 2,500
	Subtotal Task 900	\$ 14,500	\$ -	\$ -	\$ -	\$ -	\$ 14,500
	Total	\$ 1,329,719	\$ 814,880	\$ 80,580	\$ 10,026	\$ 15,000	\$ 2,250,205

CITY OF HOLLYWOOD
SUMMARY FEE SCHEDULE
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER

Task No.	Task Description	Vice President	Associate Vice President	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Engineer	Senior Principal Designer	Principal Designer	Senior Drafter	Admin Assistant	Prime Consultant's Total fee	Sub-Consultant 1	Sub-Consultant 2	Sub-Consultant 3	Sub-Consultant 4	Total
	Hourly Rate	\$ 289.70	\$ 283.19	\$ 276.68	\$ 224.60	\$ 192.05	\$ 175.77	\$ 130.20	\$ 160.47	\$ 154.24	\$ 139.97	\$ 78.12						
100	Reuse Water Master Plan																	
101	Reuse Water Master Plan	0	47	64	109	162	424	656	54	72	122	62	\$ 288,383	\$ -	\$ -	\$ -	\$ -	\$ 288,383
102	Town of Dams System II Evaluation												\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ 25,000
103	City Commission Workshop Assistance												\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
104	Engineering Contingency Allowance												\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ 15,000
	Subtotal Task 100	\$ -	\$ 13,309.93	\$ 17,707.52	\$ 24,481.40	\$ 31,112.10	\$ 74,526.48	\$ 85,411.20	\$ 8,665.46	\$ 11,249.28	\$ 17,076.34	\$ 4,843.44	\$ 343,383	\$ -	\$ -	\$ -	\$ -	\$ 343,383
200	SHWWTSP Space Planning and Building Improvements																	
201	Zimpro/Receiving Warehouse/Covered Equipment																	
201.1	Planning	0	0	48	0	0	0	68	0	0	0	40	\$ 25,259	\$ 106,730	\$ -	\$ -	\$ -	\$ 131,989
201.2	Detailed Design / CMAR Coordination	0	0	12	0	0	0	12	0	0	0	12	\$ 5,870	\$ 132,230	\$ -	\$ -	\$ -	\$ 138,050
202	Dewatering Building																	
202.1	Planning	0	0	20	0	0	0	64	8	32	24	12	\$ 24,447	\$ 27,090	\$ -	\$ -	\$ -	\$ 51,537
202.2	Detailed Design / CMAR Coordination	0	0	76	0	0	0	256	32	128	96	36	\$ 95,742	\$ 22,760	\$ -	\$ -	\$ -	\$ 118,502
203	Sludge Stabilization Building																	
203.1	Planning	0	0	20	0	0	0	64	8	32	24	12	\$ 24,447	\$ 21,890	\$ -	\$ -	\$ -	\$ 46,337
203.2	Detailed Design / CMAR Coordination	0	0	76	0	0	0	256	32	128	96	36	\$ 95,742	\$ 25,485	\$ -	\$ -	\$ -	\$ 121,227
204	Main Control Building																	
204.1	Planning	0	0	40	0	0	0	40	0	0	0	24	\$ 18,150	\$ 47,775	\$ -	\$ -	\$ -	\$ 65,925
204.2	Detailed Design / CMAR Coordination												\$ -	\$ 160,440	\$ -	\$ -	\$ -	\$ 160,440
205	Building A Renovation																	
205.1	Planning	0	0	40	0	0	0	48	0	0	0	30	\$ 19,660	\$ 59,650	\$ -	\$ -	\$ -	\$ 79,310
206	Building B Renovation																	
206.1	Planning	0	0	54	0	0	0	80	0	0	0	48	\$ 29,106	\$ 171,310	\$ -	\$ -	\$ -	\$ 200,416
207	Underground Utilities Restrooms																	
207.1	Planning	0	0	4	0	0	0	4	0	0	0	4	\$ 1,940	\$ 18,560	\$ -	\$ -	\$ -	\$ 20,500
207.2	Detailed Design / CMAR Coordination												\$ -	\$ 20,960	\$ -	\$ -	\$ -	\$ 20,960
	Subtotal Task 200	\$ -	\$ -	\$ 107,905	\$ -	\$ -	\$ -	\$ 116,136	\$ 12,838	\$ 49,997	\$ 33,593	\$ 19,842	\$ 340,313	\$ 814,880	\$ -	\$ -	\$ -	\$ 1,155,193
300	URI Station W-27 Upgrade and Force Main Replacement																	
301	Design	0	88	224	244	344	468	552	140	408	704	72	\$ 552,271	\$ -	\$ -	\$ -	\$ -	\$ 552,271
302	Permitting	0	4	8	12	20	24	48	4	24	48	8	\$ 32,086	\$ -	\$ -	\$ -	\$ -	\$ 32,086
303	Bidding Assistance	0	6	12	12	24	24	72	0	64	0	16	\$ 37,166	\$ -	\$ -	\$ -	\$ -	\$ 37,166
304	Contingency												\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 10,000
305	Force main, Stormwater, Surveying, UIC Locates												\$ -	\$ -	\$ 80,580	\$ -	\$ -	\$ 80,580
306	Geotechnical Investigations												\$ -	\$ -	\$ -	\$ 10,026	\$ -	\$ 10,026
307	HVAC												\$ -	\$ -	\$ -	\$ -	\$ 15,000	\$ 15,000
	Subtotal Task 300	\$ -	\$ 27,753	\$ 67,510	\$ 60,193	\$ 74,515	\$ 90,697	\$ 87,494	\$ 21,108	\$ 77,495	\$ 105,157	\$ 7,500	\$ 631,523	\$ -	\$ 80,580	\$ 10,026	\$ 15,000	\$ 737,328
900	Reimbursables																	
901	Asbestos / Lead Survey												\$ 12,000.00	\$ -	\$ -	\$ -	\$ -	\$ 12,000.00
999	Out-of-Pocket												\$ 2,500.00	\$ -	\$ -	\$ -	\$ -	\$ 2,500.00
	Subtotal Task 900												\$ 14,500.00	\$ -	\$ -	\$ -	\$ -	\$ 14,500.00
	Total	\$ -	\$ 41,063	\$ 195,123	\$ 84,674	\$ 105,628	\$ 185,224	\$ 285,044	\$ 46,611	\$ 138,741	\$ 155,927	\$ 32,185	\$ 1,329,719	\$ 814,880	\$ 80,580	\$ 10,026	\$ 15,000	\$ 2,250,205

CITY OF HOLLYWOOD
FEE SCHEDULE
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER
BERMELLO AJAMIL & PARTNERS

Task No.	Task Description	Senior PM (Licensed)	Senior Professional Engineer	Senior PM	PM (Licensed)	Professional Engineer	Senior Designer	Senior Technician	Admin Assistant	Senior Field Rep	Total Hours	Total fee
100	Reuse Water Master Plan											
101	Reuse System Master Plan										0	\$ -
102	Town of Davis System II Evaluation										0	\$ -
103	City Commission Workshop Assistance										0	\$ -
104	Engineering Contingency Allowance										0	\$ -
	Subtotal Task 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
200	SRWWTP Space Planning and Building Improvements											
201	Improve/Receiving Warehouse/Covered Equipment											
201.1	Planning										0	\$ 106,730
201.2	Detailed Design / CMAR Coordination										0	\$ 132,230
202	Dewatering Building											
202.1	Planning										0	\$ 27,090
202.2	Detailed Design / CMAR Coordination										0	\$ 22,760
203	Sludge Stabilization Building											
203.1	Planning										0	\$ 21,890
203.2	Detailed Design / CMAR Coordination										0	\$ 25,485
204	Main Control Building											
204.1	Planning										0	\$ 47,775
204.2	Detailed Design / CMAR Coordination										0	\$ 160,440
205	Building A Renovation											
205.1	Planning										0	\$ 59,650
206	Building B Renovation											
206.1	Planning										0	\$ 171,310
207	Underground Utilities Restrooms											
207.1	Planning										0	\$ 18,560
207.2	Detailed Design / CMAR Coordination										0	\$ 20,960
	Subtotal Task 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 814,880
300	Lift Station W-27 Upgrade and Force Main Replacement											
301	Design										0	\$ -
302	Permitting										0	\$ -
303	Bidding Assistance										0	\$ -
304	Contingency										0	\$ -
305	Forcemain, Stormwater, Surveying, UG Locates										0	\$ -
306	Geotechnical Investigations										0	\$ -
307	HVAC										0	\$ -
	Subtotal Task 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
	Subtotal Task 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 814,880

CITY OF HOLLYWOOD
Fee Schedule
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER
CRAVEN THOMPSON AND ASSOCIATES, INC.

Task No.	Task Description	Senior PM (Licensed)	Senior Professional Engineer	Senior PM	PM (Licensed)	Professional Engineer	Senior Designer	Senior Technician	Admin Assistant	Senior Field Rep	Total Hours	Total fee
100	Reuse Water Master Plan											
101	Reuse System Master Plan										0	\$ -
102	Town of Davis System II Evaluation										0	\$ -
103	City Commission Workshop Assistance										0	\$ -
104	Engineering Contingency Allowance										0	\$ -
	Subtotal Task 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
200	SRWWTP Space Planning and Building Improvements											
201	Zimpro/Receiving Warehouse/Covered Equipment											
201.1	Planning										0	\$ -
201.2	Detailed Design / CMAR Coordination										0	\$ -
202	Dewatering Building											\$ -
202.1	Planning										0	\$ -
202.2	Detailed Design / CMAR Coordination										0	\$ -
203	Sludge Stabilization Building											\$ -
203.1	Planning										0	\$ -
203.2	Detailed Design / CMAR Coordination										0	\$ -
204	Main Control Building											\$ -
204.1	Planning										0	\$ -
204.2	Detailed Design / CMAR Coordination										0	\$ -
205	Building A Renovation											\$ -
205.1	Planning										0	\$ -
206	Building B Renovation											\$ -
206.1	Planning										0	\$ -
207	Underground Utilities Restrooms											\$ -
207.1	Planning										0	\$ -
207.2	Detailed Design / CMAR Coordination										0	\$ -
	Subtotal Task 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
300	Lift Station W-27 Upgrade and Force Main Replacement											
301	Design										0	\$ -
302	Permitting										0	\$ -
303	Bidding Assistance										0	\$ -
304	Contingency										0	\$ -
305	Forcemain, Stormwater, Surveying, UG Locates											\$ 80,580.00
306	Geotechnical Investigations										0	\$ -
307	HVAC										0	\$ -
	Subtotal Task 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 80,580.00
	Subtotal Task 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 80,580

CITY OF HOLLYWOOD
Fee Schedule
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER
RADISE INTERNATIONAL

Task No.	Task Description	Senior PM (Licensed)	Senior Professional Engineer	Senior PM	PM (Licensed)	Professional Engineer	Senior Designer	Senior Technician	Admin Assistant	Senior Field Rep	Total Hours	Total fee
100	Reuse Water Master Plan											
101	Reuse System Master Plan										0	\$ -
102	Town of Davis System II Evaluation										0	\$ -
103	City Commission Workshop Assistance										0	\$ -
104	Engineering Contingency Allowance										0	\$ -
	Subtotal Task 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
200	SRWWTP Space Planning and Building Improvements											
201	Zimpro/Receiving Warehouse/Covered Equipment											
201.1	Planning										0	\$ -
201.2	Detailed Design / CMAR Coordination										0	\$ -
202	Dewatering Building											\$ -
202.1	Planning										0	\$ -
202.2	Detailed Design / CMAR Coordination										0	\$ -
203	Sludge Stabilization Building											\$ -
203.1	Planning										0	\$ -
203.2	Detailed Design / CMAR Coordination										0	\$ -
204	Main Control Building											\$ -
204.1	Planning										0	\$ -
204.2	Detailed Design / CMAR Coordination										0	\$ -
205	Building A Renovation											\$ -
205.1	Planning										0	\$ -
206	Building B Renovation											\$ -
206.1	Planning										0	\$ -
207	Underground Utilities Restrooms											\$ -
207.1	Planning										0	\$ -
207.2	Detailed Design / CMAR Coordination										0	\$ -
	Subtotal Task 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
300	Lift Station W-27 Upgrade and Force Main Replacement											
301	Design										0	\$ -
302	Permitting										0	\$ -
303	Bidding Assistance										0	\$ -
304	Contingency										0	\$ -
305	Forcemain, Stormwater, Surveying, UG Locates										0	\$ -
306	Geotechnical Investigations											\$ 10,026.00
307	HVAC										0	\$ -
	Subtotal Task 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,026.00
	Subtotal Task 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 10,026

CITY OF HOLLYWOOD
Fee Schedule
FY2022 PUBLIC UTILITIES PROJECT PACKAGE NO. 1
PUBLIC UTILITIES PROJECT PACKAGE 1
HAZEN AND SAWYER
HAMMOND ENGINEERING

Task No.	Task Description	Senior PM (Licensed)	Senior Professional Engineer	Senior PM	PM (Licensed)	Professional Engineer	Senior Designer	Senior Technician	Admin Assistant	Senior Field Rep	Total Hours	Total fee
100	Reuse Water Master Plan											
101	Reuse System Master Plan										0	\$ -
102	Town of Davie System II Evaluation										0	\$ -
103	City Commission Workshop Assistance										0	\$ -
104	Engineering Contingency Allowance										0	\$ -
	Subtotal Task 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
200	SRWWTP Space Planning and Building Improvements											
201	Zimpro/Receiving Warehouse/Covered Equipment											
201.1	Planning										0	\$ -
201.2	Detailed Design / CMAR Coordination										0	\$ -
202	Dewatering Building											\$ -
202.1	Planning										0	\$ -
202.2	Detailed Design / CMAR Coordination										0	\$ -
203	Sludge Stabilization Building											\$ -
203.1	Planning										0	\$ -
203.2	Detailed Design / CMAR Coordination										0	\$ -
204	Main Control Building											\$ -
204.1	Planning										0	\$ -
204.2	Detailed Design / CMAR Coordination										0	\$ -
205	Building A Renovation											\$ -
205.1	Planning										0	\$ -
206	Building B Renovation											\$ -
206.1	Planning										0	\$ -
207	Underground Utilities Restrooms											\$ -
207.1	Planning										0	\$ -
207.2	Detailed Design / CMAR Coordination										0	\$ -
	Subtotal Task 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
300	LIN Station W-27 Upgrade and Force Main Replacement											
301	Design										0	\$ -
302	Permitting										0	\$ -
303	Bidding Assistance										0	\$ -
304	Contingency										0	\$ -
305	Forcemain, Stormwater, Surveying, UG Locates										0	\$ -
306	Geotechnical Investigations										0	\$ -
307	HVAC											\$ 15,000.00
	Subtotal Task 300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 15,000.00
	Subtotal Task 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ -
	Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	0	\$ 15,000

J. Philip Cooke, PE
Hazen and Sawyer
4000-750N Hollywood Boulevard,
Hollywood, FL 33021

February 14th, 2021
(Revised April 8th, 2022)
(Revised April 26th, 2022)

RE: Scope of Services for the optimization and improvement of facility buildings at the Hollywood Southern Regional Wastewater Treatment Plant (SRWWTP)

Bermello Ajamil & Partners, Inc. (BA) is pleased to provide this Scope and Fees to the City of Hollywood for professional design services for the optimization and improvement of various facility buildings at the Hollywood Southern Regional Wastewater Treatment Plant (SRWWTP).

PART I - PROJECT BACKGROUND AND DESCRIPTION:

The Hazen and Sawyer (HS) has requested BA to perform professional design services for the optimization and improvement of various facility buildings at the Hollywood Southern Regional Wastewater Treatment Plant (SRWWTP). This proposal includes a comprehensive package to be permitted and provided to the City for the procurement of a contractor to perform the work. The Project is identified as the existing City of Hollywood Public Utilities located at 1621 N. 14th Avenue.

The project, which is the basis of this proposal will include the following design work:

Program Requirements

PHASE I - This scope will include Task 1.0 to Task 6.0

- **Dewatering Building**
 - Refurbish chemical odor control system to original design standards
 - Additional building openings with louvers and/or via vented roll-up doors
 - Replacement of access doors and equipment roll-up doors
 - Surface preparation and painting of interior (second floor only)
 - Roof replacement
 - Addition of rooftop solar panels (as alternate bid item)
- **Sludge Stabilization Building**
 - Refurbish chemical odor control system to original design standards
 - Additional building openings with louvers and/or via vented roll-up doors
 - Replacement of access doors and equipment roll-up doors
 - Surface preparation and painting of interior (first and second floor)
 - Roof replacement
 - Addition of rooftop solar panels (as alternate bid item)
 - Screen enclosure for west stairwell
 - Evaluate ways to reduce sludge splashing (consult w/ mfr:Schwing-Bioset)
- **Renovate existing equipment storage area for use as Receiving Warehouse**
 - Surface preparation and painting of interior (ground floor only)
 - Expansion (approx. 30'x70') to the south for office space and meter shop
 - Addition of a bathroom
 - Addition of interior walls for office space and meter shop
 - Addition of A/C for office spaces
 - Potentially add locker rooms
 - Increased ventilation for storage area

- Addition of heavy-duty shelving for equipment storage (pumps, etc.)
- Replacement of existing doors
- Roof replacement
- Re-purpose south fenced area (request list of gensets & 5 trailer pumps for outdoor storage)
- **Renovate existing Receiving Warehouse for use as staff training room and additional office space**
 - Addition of interior walls for office space
 - Modification of A/C ductwork
 - Allowance for furniture and audio-visual equipment
- **Equipment storage roof structure drawings (areas north and south of Solids Facility)**
 - Covered parking for mobile gensets
 - Compacted grade with gravel base
 - Rooftop solar panels (as alternate bid item)
 - Lighting

PHASE II – This scope will include Task 1.0 to Task 3.0

- **Renovate portions of Building A**
 - Move laboratory to Building B (Receiving Warehouse area if possible)
 - Convert former laboratory area to office space

PHASE III - This scope will include Task 1.0 to Task 6.0

- **Renovate Main Control Building**
 - Extend building to south approximately 24 feet to add approximately 1400 square feet
 - Enlarge and renovate men's and women's locker rooms, operator's break room, operator's lab, and chief operator's and superintendent's office space
 - Renovate/convert instrumentation room to include office space

PHASE IV - This scope will include Task 1.0 to Task 3.0

- **Renovate Building B**
 - Convert Maintenance, Electrical and Welding Shops to plant laboratory
 - Renovate north wing office space, filing and storage rooms
 - Renovate break room
 - Update men's and women's locker rooms
 - Renovate ICE offices and storage
 - Potentially relocate meter shop to Building B (instead of renovated Equipment Storage area)

PHASE V - This scope will include Task 1.0 to Task 6.0

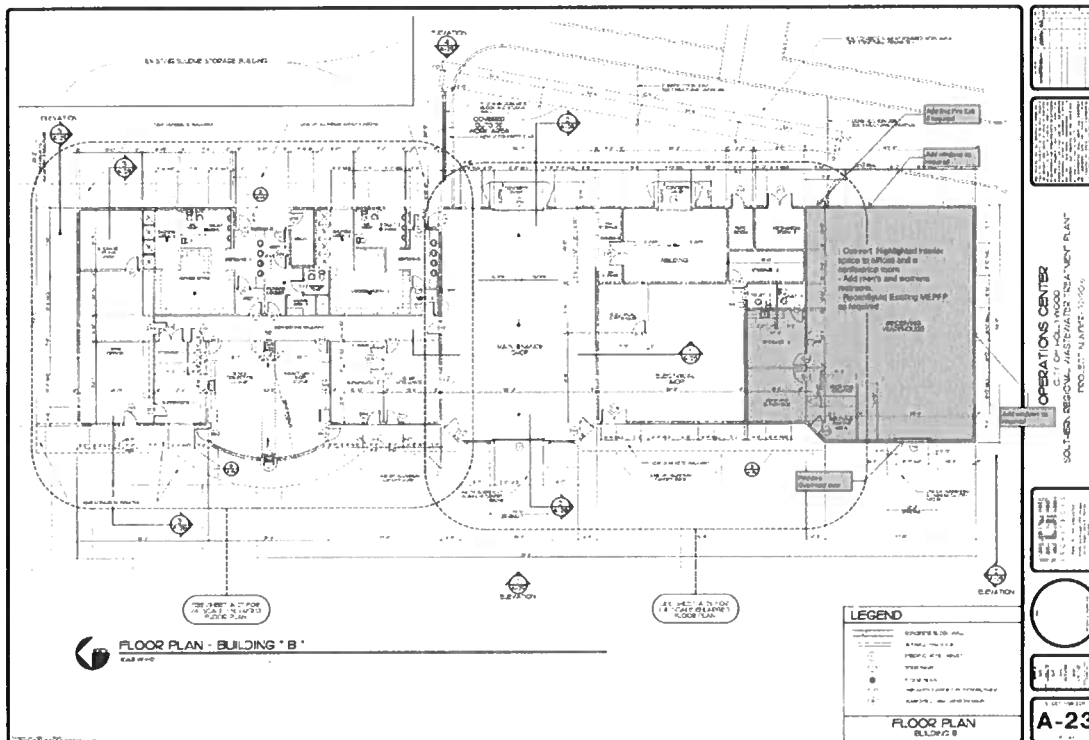
- **Remodel of Underground Restrooms**
 - Renovate the restrooms of the Underground section.

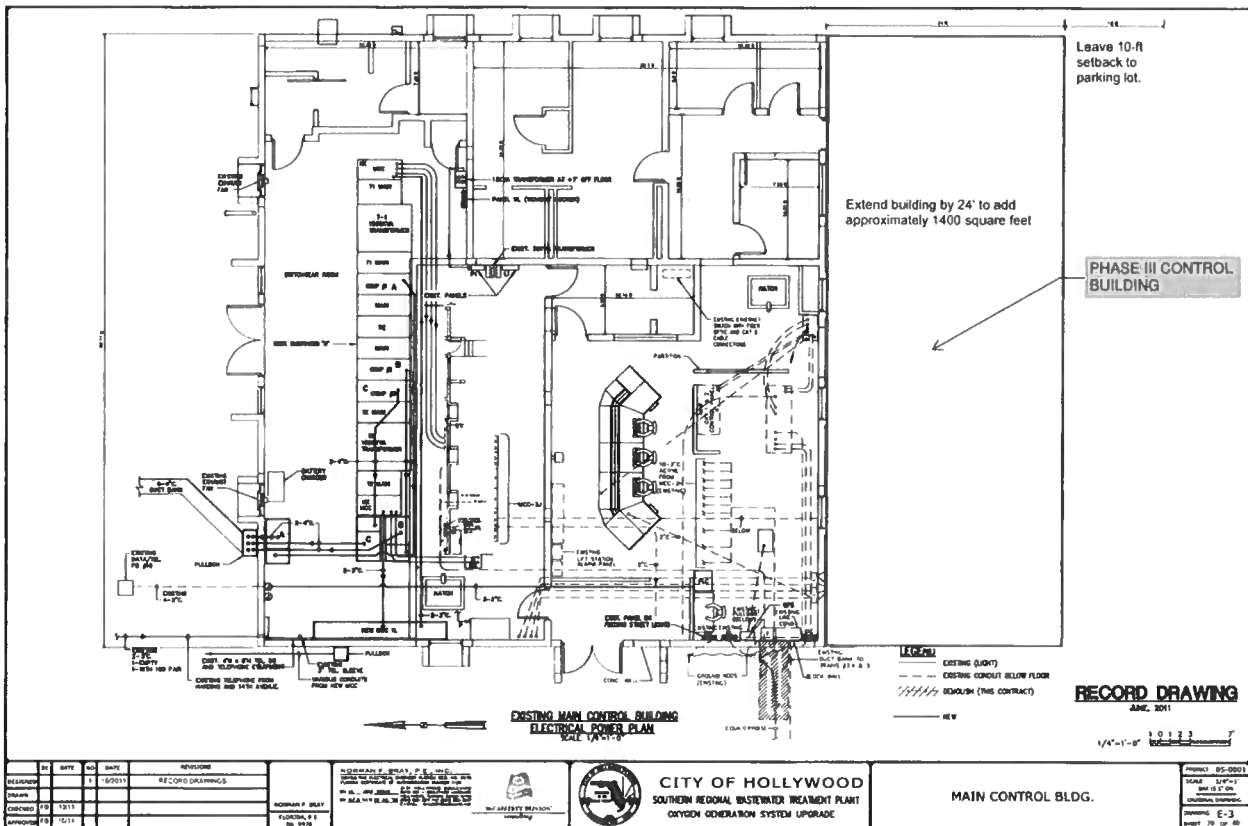
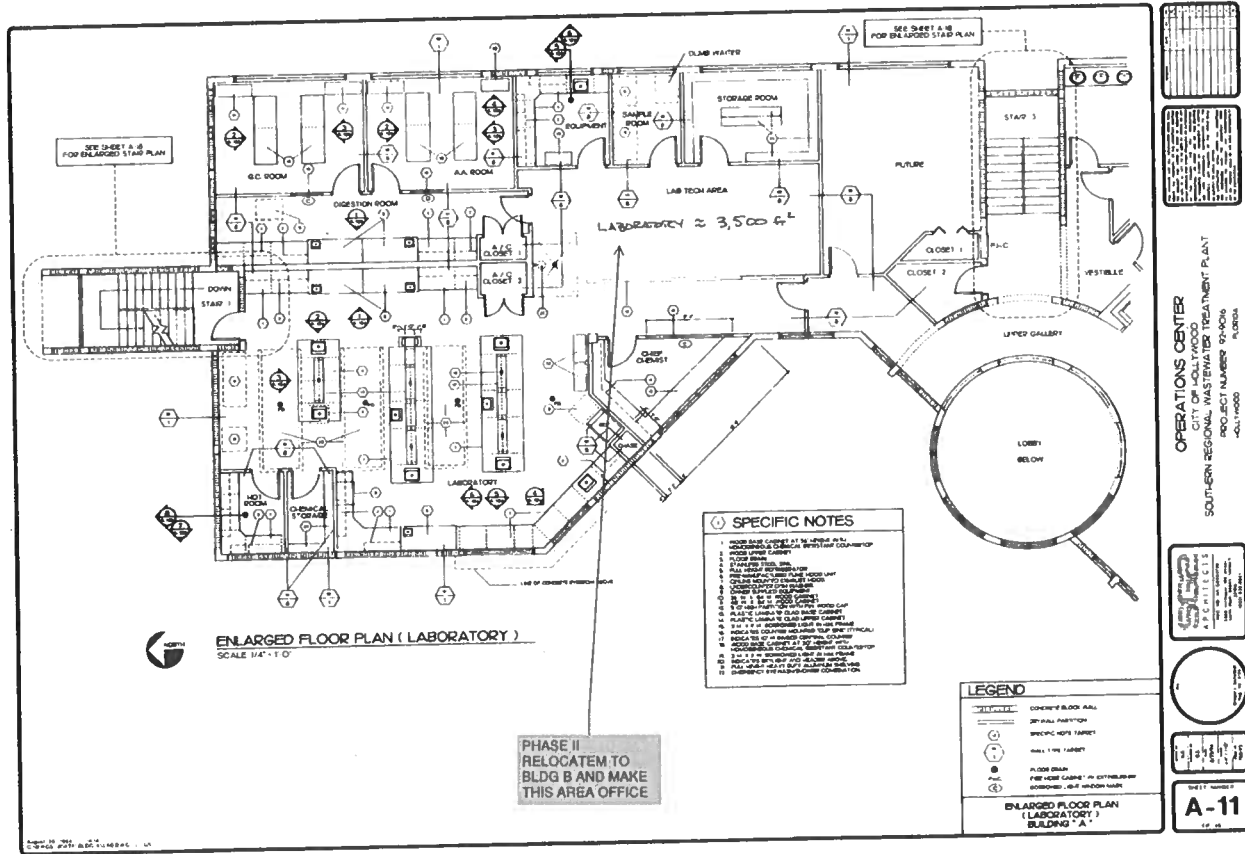
It is understood that the existing structures are over thirty to forty years old. This proposal does not account for any asbestos mitigation or environmental upgrades as well as any major upgrades to the existing infrastructure. Furthermore, the Low Voltage (CCTV Cameras, Card Readers, PA) infrastructure only is included in this proposal. The Low Voltage Design is not included, and BA will discuss the City if it is required or if the City inner departments can provide the design. BA will implement accordingly.

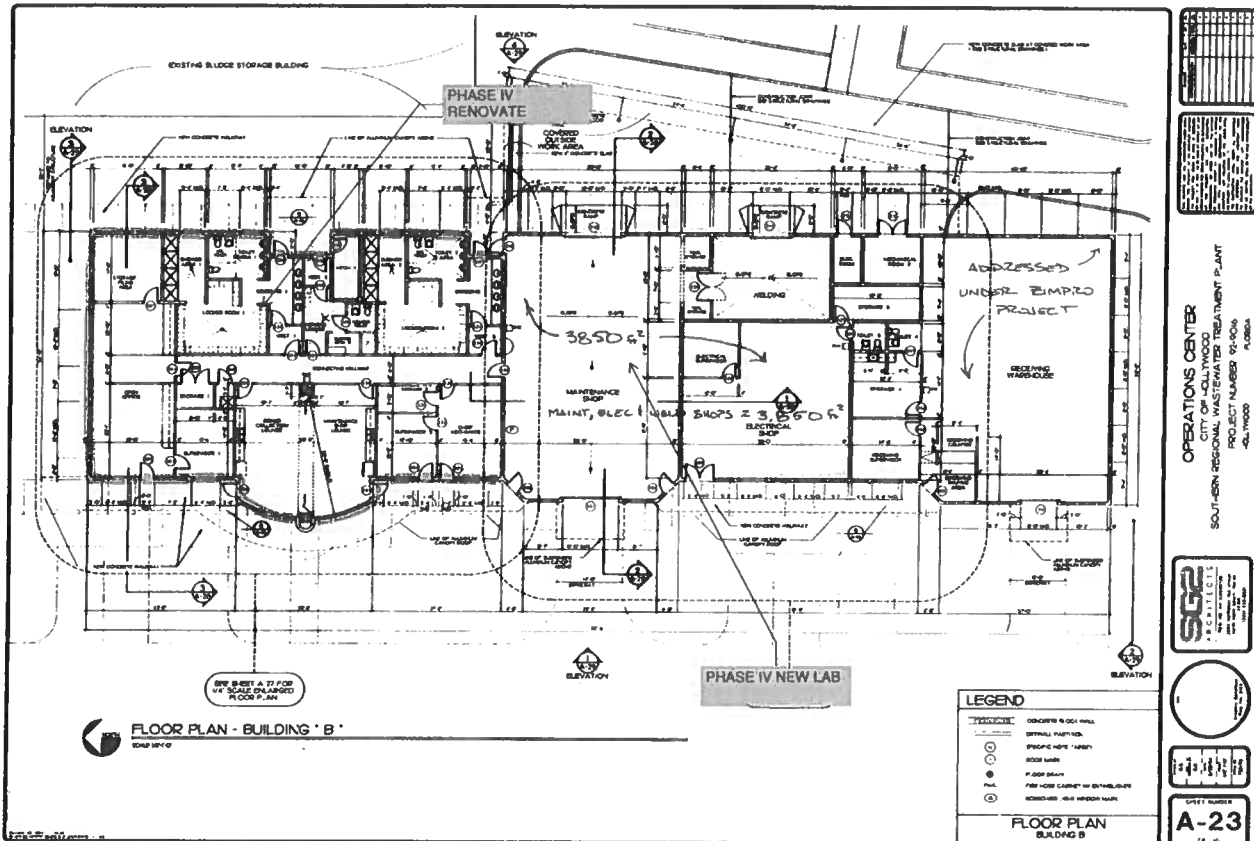
Assumptions:

- The City will competitively bid the project and enter into an agreement with an outside Contractor to complete the work. No prequalification of Contractors will be performed.
- The City will provide front end documents applicable to the project.
- Existing HVAC design for Building B is fully functional and does not need upgrading.
- Construction Administration Services will be provided separately and are not part of this scope. BA must provide CA services to complete contract.

Below are code requirements that must be taken into account for the work to be performed.







Since we are altering the spaces, we will have to comply with Florida accessibility code. Below are the code sections referring to the requirements.

Florida Building Code Existing Buildings

806.1 General

A building, facility, or element that is altered shall comply with the provisions of the Florida Building Code, Accessibility

Florida Accessibility Code Sections

202.2 Additions

Each addition to an existing building or facility shall comply with the requirements for new construction. Each addition that affects or could affect the usability of or access to an area containing a primary function shall comply with 202.4.

202.3 Alterations

Where existing elements or spaces or common areas are altered, each altered element, space or area shall comply with the applicable requirements of Chapter 2 and section 201.1.1. See Section 208.1 for existing parking.

EXCEPTIONS:

1. Unless required by 202.4, where elements or spaces are altered and the circulation path to the altered element or space is not altered, an accessible route shall not be required.

2. In alterations, where compliance with applicable requirements is technically infeasible, the alteration shall comply with the requirements to the maximum extent feasible.

Assisting BA with these services shall be the following firms:

- | | |
|------------------------|-------------------------|
| • Delta G Engineers | MEP Engineering |
| • MUEngineers, Inc. | Structural Engineering |
| • Hammond & Associates | Low Voltage Engineering |
| • EXP | Laboratory Consultants |
| • Gibbs Land Surveyors | Survey |

The following describes the scope of each service by consultant included in this proposal:

Architecture:

(Prepared by BA Architecture)

Services shall include, overall project management and coordination between all sub-consultants, the City and the contractor; final architectural design and construction documents and specifications for the facility Office building including plans, sections and details for the permit approval process; coordination with the City's selected contractor and building department permitting assistance.

MEP Engineering:

(Prepared by Delta G)

Professional services to design systems for the project as required for permit and code compliance. Services shall include detailed construction documents with electrical, plumbing, mechanical and fire protection systems with specifications and coordination with regulatory agencies and building departments for permit.

ELECTRICAL SYSTEMS

- Site Visit to document existing conditions
- Lighting – Normal, Emergency and Egress Illumination with Controls as per Florida Building Code
- Utilization of existing electrical power distribution serving the area of renovation for new branch circuits
- Data drop locations (LV design not included)
- Modifications and Extension of existing Fire Alarm System in accordance with NFPA 72 requirements
- Possible Solar Component for the covered parking area

HEATING VENTILATION AND AIR CONDITIONING

- Site Visit to document existing conditions
- HVAC Load Calculations and Florida State Energy Calculations
- Unit Sizing, Selection and Schedules, verify use of existing systems
- Ductwork Layout with Distribution System, Modifications to the existing HVAC system

PLUMBING AND PIPING SYSTEMS

- Site Visit to document existing conditions
- Domestic Water Distribution to New Breakrooms/Kitchen
- Sanitary Collection from New Breakrooms/Kitchen
- Condensate Drainage
- Isometric Diagrams
- Reconfiguration of existing fire sprinkler system to suit new layout

Structural Engineering:

(Prepared by MUEngineers)

MUE scope and involvement in this project will be limited to the following structural consulting services:

Our scope and involvement in this project will be limited to the following structural consulting services:

- Structural design related to the optimization and improvement of the existing facility as indicated in the documents received per e-mail on 02/07/2022.
- Special Conditions
- MUEngineers will be granted full access to the interior and exterior of the building during our site

- visits.
- MUEngineers will be provided with a complete set of architectural and structural record documents of the original building construction in pdf, rvt or dwg file format.

Special Conditions:

- MUEngineers will be granted full access to the interior and exterior of the building during our initial site visit
- MUEngineers will be provided with a complete set of architectural and structural record documents of the original building construction in pdf, rvt or dwg file format.
- Foundation reactions of all gravity and lateral load resisting structural components will be made available to MUEngineers by the metal building fabricators delegated specialty engineer.
- All foundation reactions will be provided as separate load cases for self-weight reactions, reactions due to superimposed deadloads, live load reactions, wind load reactions and seismic reactions.

Low Voltage:

(Prepared by Hammond and Associates)

Low Voltage scope includes the following:

- Design low voltage plans for the audio, visual, security, and communication services
- Prepare Low Voltage Riser Diagrams, where necessary
- Prepare Details & Notes, where necessary

All work provided under Low Voltage shall also include the following:

- The engineering calculations & construction documents shall be signed and sealed by a Professional Licensed Engineer
- Make all review submittals as required by the Prime Contract.
- Attend review meetings and incorporate review comments.
- Obtain all approvals, permits, etc., from applicable Federal, State and Local agencies having jurisdiction for the construction of the project.

Lab Consultant:

(Prepared by EXP)

Our team of experts provides innovative solutions across markets and geographies to solve our clients' most complex challenges. We provide comprehensive services in all aspects of water infrastructure: water, wastewater, industrial water, drinking water and reuse, conveyance and storage, water resources, hydrology, stormwater management including low impact design, ecological management, asset management and trenchless technologies.

PART II - SCOPE OF WORK PHASE I-V

TASK 1.0 – PROJECT INITIATION / SURVEY

- 1.1 Design Intent / Kick-Off Meeting** – BA shall attend one (1) meeting with HS and City representatives to develop a shared vision for the project. The meeting shall be used to agree on the project schedule, timing and content of meetings, record-keeping standards, and communications with HS and the City, distribution procedures, meeting dates, public commission notification, and preliminary and final submissions. BA shall prepare and distribute minutes of the kick-off meeting.
- 1.2 Site Visit, Inventory, Analysis, and Assessment** – BA shall visit the site one (1) time with HS and the City representatives to discuss and observe key issues, opportunities, or constraints. BA shall prepare and distribute a summary of observations and directions received.

TASK 2.0 – SCHEMATIC DESIGN

- 2.1 Schematic Design Drawings** - Based on the direction given and themes discussed at the Design Intent meeting, onsite observations, BA shall develop a schematic design that depicts the size and shape of the Facilities and Site features. Submittal shall consist of one (1) 24" X 36" plan view; one (1) Sketchup rendering; hard copies and PDF format. Possible three rounds of schematic design shall be reviewed prior to approval.
- 2.2 Project Design Schedule Update** - BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope base on final approved schematic design.
- 2.3 Schematic Design Review Meeting & Preparation of Meeting Minutes** - BA shall attend one (1) meeting to discuss the schematic design drawings with HS and the City. HS and the City shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work. Major changes that represent a significant departure from the original design program shall be provided as an additional service. BA shall prepare and distribute minutes.
- 2.4 Site Plan Approval Submittal and Follow-Up Process** – Based on the approved Schematic Design drawings and direction from HS and the City, BA shall prepare and submit the appropriate drawings required for Development Review if needed. BA shall revise drawings that may be necessary for City approval.

Deliverables for Task 2.0 Schematic Design – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" color PDF of Schematic Design Drawings
- One (1) 8 ½" X 11" black and white PDF of minutes from the Schematic Design Review Meeting
- One (1) 11" X 17" black and white PDF of updated Project Schedule

TASK 3.0 – DESIGN DEVELOPMENT

- 3.1 Design Development Drawings** – After receiving in writing approval to move forward from HS and the City and based on comments received on the schematic design, BA shall prepare and develop design development drawings. These documents shall further refine and articulate the project elements established in the schematic design phase.
- 3.2 Project Design Schedule Update** – BA shall prepare an updated project schedule that correlates to the tasks detailed in this scope.
- 3.3 Design Development Review Meeting & Preparation of Meeting Minutes** – BA shall attend one (1) meeting to discuss the design development drawing with the Client. The Client shall provide BA one (1) consolidated list of comments or changes. Minor revisions shall be incorporated into the documents during the next phase of work.

Deliverables for Task 3.0 Design Development – As a result of this task, BA shall deliver the following to the City:

- One (1) 24" x 36" color PDF of Design Development Drawings
- One (1) 8 ½" X 11" black and white PDF of minutes from the Design Development Review Meeting
- One (1) 11" X 17" black and white PDF of updated Project Schedule

TASK 4.0 – FINAL CONTRACT DOCUMENTS

- 4.1 100% Construction Drawings** – After receiving in writing approval to move forward from HS and the City on the DD package, BA shall prepare 100% construction drawings including architectural plans and details, civil engineering plans and details, structural plans and details. Drawings shall communicate the design intent and construction materials. The construction drawings shall be provided as 24" X 36" black and white PDF's.
- 4.2 100% Technical Specifications** – BA shall prepare full-length format technical specification of applicable Division 00 through Division 48 sections for the proposed improvements. This shall be included in the Construction Documents.
- 4.3 100% Construction Drawings Review Meeting & Preparation of Meeting Minutes** – BA shall participate in one (1) review meeting with the City to discuss their comments on the 100% CD's. BA shall prepare and distribute meeting minutes

- 4.4 Signed and Sealed CD's for Building Department Review Process** – BA shall provide the City with signed and sealed prints (24" X 36") of final 100% construction drawings for Building Department Review.
- 4.5 City of Hollywood Building Department Permitting, Drawing Revisions & Comment Responses** – BA shall submit permit documents and address all building department comments including attending one (1) meeting if needed and allowed, drawing revisions and written responses to comments. City staff will assist as needed.
- 4.6 Final CD's and Technical Specifications Issued for Construction** – BA shall provide the City with signed and sealed plans of the final 100% construction drawings and specifications.

Deliverables for Task 4.0 Final Contract Documents – As a result of this task, BA shall deliver the following to the City:

- One (1) 8 ½" X 11" black and white PDF's
- One (1) 24" X 36" black and white signed and sealed sets of 100% Construction Drawings
- One (1) 24" x 36" black and white PDF set of 100% CD's
- One (1) 8 ½" X 11" black and white PDF set of 100% Technical Specifications
- One (1) 8 ½" X 11" black and white PDF file of the schedule of values based on 100% construction drawings
- One (1) 8 ½" X 11" black and white PDF of 100% CD's Review Meeting Minutes

TASK 5.0 – BIDDING ASSISTANCE

- 5.1** The BA Team shall provide all documentation required / requested for the bidding of the project to the City. The documentation will assist the City to procure a contractor for the construction of the Project. BA shall attend one (1) Pre-bid meeting and prepare meeting minutes and addenda as needed.

PART III - COMPENSATION

PHASE I through V – Basic Services and Specialty Consultant Services – The BA shall invoice the City a lump sum (LS) fee along with the specialty consultant fees as follows:

PHASE I.1 – ZIMPRO, COVERED AREA, WAREHOUSE RENOVATION				
TASK	1.0	SURVEY	\$7450	LS
TASK	2.0	PROJECT INITIATION	\$15,330	LS
TASK	3.0	SCHEMATIC DESIGN	\$83,950	LS
TASK	4.0	DESIGN DEVELOPMENT	\$58,425	LS
TASK	5.0	CONSTRUCTION DOCUMENTS	\$60,480	LS
TASK	6.0	BIDDING ASSISTANCE	\$13,325	LS
GRAND TOTAL			\$238,960	

PHASE I.2 – DEWATERING BUILDING				
TASK	1.0	SURVEY	\$0	LS
TASK	2.0	PROJECT INITIATION	\$5,040	LS
TASK	3.0	SCHEMATIC DESIGN	\$22,050	LS
TASK	4.0	DESIGN DEVELOPMENT	\$9,150	LS
TASK	5.0	CONSTRUCTION DOCUMENTS	\$8,970	LS
TASK	6.0	BIDDING ASSISTANCE	\$4,640	LS
GRAND TOTAL			\$49,850	

PHASE I.3 – SLUDGE STABILIZATION BUILDING				
TASK	1.0	SURVEY	\$0	LS
TASK	2.0	PROJECT INITIATION	\$5,440	LS
TASK	3.0	SCHEMATIC DESIGN	\$16,450	LS
TASK	4.0	DESIGN DEVELOPMENT	\$9,400	LS
TASK	5.0	CONSTRUCTION DOCUMENTS	\$10,510	LS
TASK	6.0	BIDDING ASSISTANCE	\$5,575	LS
GRAND TOTAL			\$47,375	

PHASE II –BUILDING A RENOVATION				
TASK	1.0	SURVEY	\$0	LS
TASK	2.0	PROJECT INITIATION	\$17,240	LS
TASK	3.0	SCHEMATIC DESIGN	\$42,410	LS
GRAND TOTAL			\$59,650	

PHASE III –CONTROL BUILDING RENOVATION				
TASK	1.0	SURVEY	\$0	LS
TASK	2.0	PROJECT INITIATION	\$12,245	LS
TASK	3.0	SCHEMATIC DESIGN	\$35,530	LS
TASK	4.0	DESIGN DEVELOPMENT	\$65,305	LS
TASK	5.0	CONSTRUCTION DOCUMENTS	\$80,780	LS
TASK	6.0	BIDDING ASSISTANCE	\$14,355	LS
GRAND TOTAL			\$208,215	

PHASE IV –BUILDING B RENOVATION				
TASK	1.0	LABORATORY DESIGN	\$88,950	LS
TASK	2.0	PROJECT INITIATION	\$22,630	LS
TASK	3.0	SCHEMATIC DESIGN	\$59,730	LS
GRAND TOTAL			\$171,310	

PHASE V –RESTROOM RENOVATION (UNDERGROUND)				
TASK	1.0	SURVEY	\$0	LS
TASK	2.0	PROJECT INITIATION	\$10,740	LS
TASK	3.0	SCHEMATIC DESIGN	\$7,820	LS
TASK	4.0	DESIGN DEVELOPMENT	\$8,720	LS
TASK	5.0	CONSTRUCTION DOCUMENTS	\$7,820	LS
TASK	6.0	BIDDING ASSISTANCE	\$4,420	LS
GRAND TOTAL			\$39,250	

PART IV - SERVICES NOT INCLUDED

The following services are not included in this Scope and shall be provided by BA as an additional service if requested:

1. Special structural inspections
2. Revit or BIM services (beyond the buildings)
3. 3D renderings, sketch up models or videos
4. Any permitting Fees
5. Material testing (concrete cylinders shall be by the contractor)
6. Structural design of sheathing, shoring, scaffolding, formwork, temporary bracing, and other means and methods related design which is the responsibility of the contractor.
7. Traffic Studies or traffic signal design
8. Fees associated with LEED credit appeals
9. Costs for LEED plaque
10. Blower Door tests
11. LEED registration fees
12. LEED certification fees
13. LEED implementation and design
14. Additional Meetings to the meetings described above
15. Land-use changes, rezoning or special use permits
16. Expert testimony
17. Evaluation of the qualifications of bidders or persons providing proposals
18. Aerial photographs
19. Any permitting associated with wetland impacts, protected species, or hazardous materials
20. Any testing by BA on environmental requirements
21. Environmental Analysis
22. Dewatering plan or an engineering control and maintenance plan by BA
23. On-site observation during construction
24. MOT plans (to be provided by contractor)
25. Low Voltage Design

February 15, 2022

Ms. Jennifer McMahon, P.E.
Associate Vice President
Hazen and Sawyer
4000 Hollywood Blvd., Suite 750N
Hollywood, Florida 33021

**RE: LIFT STATION W-27 AND FORCE MAIN
HOLLYWOOD, FLORIDA
CTA PROPOSAL NO. 2022-S04.037 (REVISED)**

Dear Ms. McMahon:

CRAVEN THOMPSON



& ASSOCIATES INC.

Engineers
Planners
Surveyors
Landscape Architects

The firm of Craven Thompson & Associates, Inc. (CTA) is pleased to provide the following proposal for the City of Hollywood Lift Station W-27 and Force Main project, included in the proposal are Civil Engineering, Planning, and Landscape Architecture Services. The project scope outlined in the proposal is based on the items outlined in Project 3 - Lift Station W-27 Upgrade and Force Main Replacements provided in RFQ-4690-21-OT A/E Consulting Services for FY 2022 Public Utilities Project Package #1.

Included in our proposal are the items outside of the pump station replacement limits, which will include but is not limited to the following; Boundary Survey, Topographic Survey, legal description of the W-27 lift station site, Landscape and Irrigation Design, replacement of two (2) existing cast iron discharge force mains (18" and 12" in diameter), hydraulic calculations to verify force main sizing requirements for current and future flow, stormwater improvements in the alleyway west of Rotary Park and restoration of any affected paving. The assumed routing for the new force main is west along Arthur Street, north along N 31st Road and connect into Taft Street. The scope of services is for design only, construction administration of the improvements are not included.

I. SURVEYING & SUE SERVICES

1.1 Topographic Survey (CTA Task No. 12160)

The scope of work to be provided by CTA includes professional services for the elements listed below:

The scope of work includes a Topographic Survey for design purposes and utility location services for a proposed force main.

Survey Area:

The rights-of-way and survey limits are shown on the attached "**EXHIBIT A**". The project baselines and road alignment along the rights-of-way consists of approximately 1,600 linear feet of road and the Lift Station Site at Rotary Park in Hollywood.

Scope of Work:

Survey shall meet current Surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code. Survey shall include the following:

- Recovery of sufficient existing boundary and/or right of way monumentation to determine the right of way lines needed to tie all visible improvements.
- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, utility poles, trees, and other utility features within the limits of the existing rights of way.
- Rims, inverts, and pipe sizes shall be measured on all sanitary and storm drainage structures found within approximately 100 feet of the project limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing.
- Coordinate with an Underground Utility Location Service to locate any underground utilities within the above limits and incorporate the results of subsurface utility investigation into the overall Survey.
- Identify all existing easements and reference recorded documents (OR Book and page) that show on recorded Plats within the Public Records of Broward County. A title search is not included as part of this Task.
- Existing trees, three (3) inches in diameter and above, at four (4) feet above ground, shall be located and identified with diameter and common name.
- Elevation roadway cross sections shall be taken at 50-foot intervals along the roadway and extend approximately 5 feet outside the right of way where accessible, permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- The elevations shall be relative to the North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS), Florida Department of Transportation, or the New Fort Lauderdale benchmarks as established during the Sanitary Sewer Project in 2018-2019.
- The surveys shall be in the horizontal projection: State Plane, Florida East Zone, NAD 83(2011), US Survey feet.
- Provide semi-permanent survey control and benchmarks along roadway at approximately 500-foot intervals. Provide benchmark references on Survey drawing.
- Survey baselines shall approximate the center of the right of way when possible. Baselines shall increase in stationing. The value starting station shall be chosen in such a manner as to guard against the likelihood of negative stationing in the event that the project is extended down-station. Suggested beginning stations are; 30+00 for primary baselines.
- Survey drawings shall be prepared in AutoCAD Civil 3D, Version 2019 or higher.

- Final deliverable shall be provided in hard copy, signed and sealed surveys, and electronically signed PDF's. Surveys shall be prepared at 22" x 34" size, suitable for printing offset on 24" x 36" paper.

TIME OF COMPLETION:

TASK 1: 6-7 weeks from date of notice to proceed, (access & weather permitting).

Boundary & Topo Survey & Sue Coordination \$18,000.00

Sketch & Legal for Easements..... \$950.00 Per Easement (1 Anticipated)

1.2 Subsurface Utility Engineering (Sue) Services (CTA Task No. 12120)

Subsurface utility investigation shall be performed to determine approximate location of existing underground utilities at potential utility crossings. Subsurface utility investigation shall include the following:

- CTA will Coordinate with subsurface utility engineering (SUE) company to perform horizontal locations of existing conductive utilities using electromagnetic induction and ground penetrating radar techniques of all roadways and areas shown on the attached **Exhibit "A"**.
- The SUE company shall mark selected utilities on the ground surface using APWA color marking standards.
- The SUE Company will request a design ticket through Sunshine One Call of Florida.
- The SUE company will coordinate with utility owners and review and/or obtain all available documentation as it relates to the project and provide to Hazen.
- The SUE company shall produce a certified Specific Purpose Survey, signed and sealed by a licensed Florida Surveyor & Mapper of their locations in the horizontal projection: State Plane, Florida East Zone, NAD 83 (2011) and provide it in AutoCAD Civil 3D version 19 or higher.
- CTA will coordinate with the SUE company to provide Test Holes excavates and reports at requested locations by Hazen.
- The SUE company shall survey locations of Test Holes with elevations at ground and provide signed and sealed copies of all Test Hole Reports
- Provide copies of documentation of all utilities to Hazen.

TIME OF COMPLETION:

TASK 2: 3-4 weeks, in coordination with the field survey, (access & weather permitting).

Subsurface Utility Survey (Performed by Ritzel-Mason) \$4,500.00

Test Hole Vacuum Excavates & Report (Performed by Ritzel-Mason)

..... \$369.00 Per Test Hole (20 Anticipated)

LANDSCAPE & IRRIGATION DESIGN SERVICES

- 2.1 **Conceptual Landscape Plan** (CTA Task No. 21025)
Prepare conceptual landscape plan for the ground level of the development.
- Lump Sum* \$1,900.00
- 2.2 **Final Landscape Plan for Site Plan Approval** (CTA Task No. 21030)
Following approval of the conceptual landscape design, CTA will prepare a set of DRC-required signed and sealed drawings for submittal to the City. The package will include a comprehensive plant list that will supply quantity and plant specifications for all trees and shrubs.
- Lump Sum* \$3,400.00
- 2.3 **Tree Disposition Plan** (CTA Task No. 21035)
Utilizing the CAD tree survey provided by the Client, prepare a tree disposition plan for the City of Hollywood DRC submittal. One (1) site visit is included to determine the condition of the tree. If any existing tree is larger than 18" DBH, the City may require an arborists' report and appraisal. This task does not include any arborist services. An arborist would need to be retained by the Client for those services.
- Lump Sum* \$1,800.00
- 2.4 **Irrigation Plan** (CTA Task No. 21035)
Prepare 60%, 90% and 100% irrigation plans including details and specifications suitable for bidding and construction. Power to the controller to be designed by others. Written technical specifications to be included in the 90% submittal.
- Lump Sum - 60%* \$2,050.00
Lump Sum - 90% \$2,450.00
Lump Sum - 100% \$1,650.00
- 2.5 **Attendance at Meetings** (CTA Task No. 24000)
Task includes the attendance at meetings with the Client, architect and/or other project team members for project design and coordination during the site plan review process.
- Hourly, Not-to-Exceed* \$5,000.00
- 2.6 **Building Permit Assistance** (CTA Task No. 21075)
Assist permit expeditor in the processing of the landscape plan for permit approval. Task includes providing required plans and responses to building permit comments.
- Hourly, Not-to-Exceed* \$2,500.00

Deleted from Contract

- 2.7 Bidding Assistance (CTA Task No. 24060)
Assist client in the bidding of the project including responding to contractors RFI's.

Hourly, Not-to-Exceed \$1,500.00

III. CIVIL ENGINEERING SERVICES

- 3.1 Preliminary Engineering Plans (CTA Task No. 31020)
Prepare conceptual engineering plans and research to prepare preliminary plans (30%) which include potential utility layout, pipe sizing requirements and other civil engineering related conceptual improvements. Task also includes conceptual cost estimate.

Lump Sum..... \$9,500.00

- 3.2 Meeting Attendance (CTA Task No. 31100)
Prepare for and attend meeting with City, Agencies, one (1) public meeting and monthly design meetings for six (6) months.

Lump Sum..... \$4,500.00

- 3.3 Final Engineering Plans (CTA Task No. 31040)
Prepare permit engineering plans and calculations to prepare permit plans suitable for bidding and construction. Task will include review submittal sets at 60%, 90% & 100% design phase. Plans will also include cost estimate and specifications at 90% & 100% submittals.

Lump Sum..... \$21,500.00

- 3.4 Prepare and Process Permit Applications (CTA Task No. 31080)
Prepare and process permit applications and supporting documents through state and local agencies including:

- City of Hollywood Engineering Permit
- Broward County Traffic Engineering Division
- South Florida Water Management District - Surface Water
- Broward County Environmental Protection Department - Surface Water
- Broward County Environmental Protection Department - Sanitary Sewer
- Florida Department of Environmental Protection - Wastewater

Hourly, Not to Exceed \$7,500.00

- 3.5 Civil Engineering Bidding Assistance (CTA Task No. 31072)
Assist Client with bidding process as needed. This includes addressing comments and attending a pre-bid meeting as necessary or requested by the Client.

Hourly, Not-to-Exceed..... \$1,750.00

IV. MISCELLANEOUS

4.1 Reimbursable (CTA Task No. 31140)

Reimbursable expenses such as courier services, mailing of public participation notices, progress prints, permit prints, set of reproducible Mylar, etc.

Estimated Budget.....\$5,000.00

SUMMARY OF FEES

I. SURVEYING & SUE SERVICES

- BOUNDARY & TOPO SURVEY & SUE COORDINATION\$18,000.00
- SKETCH & LEGAL FOR EASEMENTS..... \$95.00 PER EASEMENT (1 ANTICIPATED)
- SUBSURFACE UTILITY SURVEY (PERFORMED BY RITZEL-MASON).....\$4,500.00
- TEST HOLE VACUUM EXCAVATES & REPORT
(PERFORMED BY RITZEL-MASON)\$369.00 PER TEST HOLE (20 ANTICIPATED)
- SUBTOTAL – SURVEYING SERVICES\$30,830.00**

~~II. LANDSCAPE & IRRIGATION DESIGN SERVICES\$22,250.00~~

III. CIVIL ENGINEERING SERVICES.....\$44,750.00

IV. MISCELLANEOUS.....\$5,000.00

GRAND TOTAL~~\$102,830.00~~

\$80,580.00

SERVICES NOT INCLUDED

NOTE: The limits of work for the project are depicted on the attached exhibit. Any work outside of these limits will be included in an additional service proposal.

Additional services will be performed as authorized in writing by the Client. Additional services include but are not limited to the following:

1. Preparation of a site plan
2. Site Plan Processing
3. Preparation of a Geometry Plan
4. Site Lighting & Electrical Design
5. Environmental consulting services
6. Geotechnical testing
7. Maintenance of Traffic Plans
8. Traffic Study or Analysis
9. Traffic Signal Design or Analysis
10. Material testing
11. Any services required in connection with threatened or endangered species
12. Services required by additional governmental regulations which might be put into effect after the date of this agreement
13. Any additional services requested by Client
14. Structural design or design related to fencing, gates, gateways, monument columns, and art installations
15. Signage and wayfinding
16. Arborist Services

INFORMATION PROVIDED BY OTHERS

1. Permit applications fees and recording fees.
2. Geotechnical testing including percolation test, borings, percolation tests, and pavement recommendations.

Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work", subject to the fees hereinafter set forth.

In reviewing this proposal for professional services, it should be understood that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents our best effort to set forth those services which we believe to be those requested by you, the Client, and/or those we can determine to be needed to accomplish a particular objective. However, we recognize and we ask that the Client recognize that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Additional requirements identified by the Client.
2. New laws or governmental agency requirements.

As these influences occur and are identified, we will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon your direction, we will perform the work under the "**Hourly Fee Schedule**" section of this proposal or we can provide you with a separate proposal should the scope so indicate.

Hourly Fee Schedule

Civil Engineering Services

Principal Engineer	\$225/Hour
Senior Supervising Engineer	\$200/Hour
Senior Engineer.....	\$150/Hour
Project Engineer.....	\$130/Hour
Engineering Senior CADD Technician.....	\$100/Hour

Land Surveying & Mapping Services

Principal Surveyor	\$180/Hour
Professional Land Surveyor.....	\$140/Hour
Project Surveyor	\$125/Hour
Survey CADD / GIS Tech.....	\$95/Hour
Survey Field Crew (1-Man Crew)	\$100/Hour
Survey Field Crew (2-Man Crew)	\$140/Hour
Survey Field Crew (3-Man Crew)	\$170/Hour
Survey Crew with Laser Scan (3-Man Crew)	\$275/Hour

Landscape Architecture and Planning Services

Principal Landscape Architect / Principal Planner.....	\$180/Hour
Senior Supervising Landscape Architect	\$165/Hour
Senior Landscape Architect.....	\$145/Hour
AICP Planner	\$140/Hour
Landscape Architect.....	\$130/Hour
Project Landscape Designer.....	\$120/Hour
Project Planner	\$120/Hour

Construction Administration Services

Director of Construction Management.....	\$160/Hour
Construction Manager	\$150/Hour
Senior Field Representative	\$110/Hour
Field Representative	\$95/Hour

Miscellaneous

Clerical	\$80/Hour
----------------	-----------

Hourly work will be billed at our current prevailing rates; however, these are subject to change due to increasing labor and material costs. Hourly work performed outside of normal business hours will be billed at one and a half times the current rates for overtime. No notice of change in prevailing rates shall be required. The firm's normal business hours are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the work on any item to which a lump sum fee shall apply is not commenced within said period, the firm reserves the right to terminate this Agreement as it relates to said item. If the work is initiated but not concluded within said period, regardless of the reason therefore, the balance of the fee due shall be increased at the rate of one percent (1%) per month for each month the work continues until the work is complete. No prior notice of such adjustment shall be required.

Cost Estimates

In that our firm does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by our firm will be made on the basis of our experience and qualifications, but our firm does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. The firm recommends that you consult with the other professionals which you have employed in connection with the project.

Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product of the firm and a portion of the instruments of service with respect to the project. Such documents and/or specifications constitute a portion of the integral services provided by the firm and, as such, are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. The firm specifically disclaims any responsibility and/or liability for or in connection with the reuse of such documents and/or specifications or any use thereof beyond the scope of the Project as set forth herein. By your execution of this proposal, you agree to indemnify and hold the firm harmless from all claims, damages, losses and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.

Permits and Approvals

The permits and agency approvals mentioned above are those known to us to be required for projects of this kind, and we will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. The Client is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, we will notify you and respond promptly to the requirement.

Construction Requirements

At the time that the firm is authorized by you to perform professional engineering services involving design plans and permit requiring approval by governmental agencies, the firm will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for the firm to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be your responsibility to notify the firm of the commencement of any work so that the firm may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, the firm must also prepare and review the as-built drawings during and at the end of the construction period. All of the services described in this paragraph constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

The firm shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project or the maintenance thereof. The firm is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, the firm will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the firm by virtue of the undertakings or of its performance of the service hereunder. Absent bad faith in the performance of the work hereunder, the firm shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project.

No person other than you shall have the right to rely on the expertise of the firm or the performance of the matters set forth herein. The firm reserves the right to record a memorandum hereof in the public records of the County.

The above stated services are the minimum level of services that the firm is obligated to perform. The firm currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

Permit Fees; Application Fees; Outside Consultant Fees

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by the Client. Should our firm find it absolutely necessary to advance fees for the Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars and xeroxing will be billed at current price schedule per print copy. These prices are available upon request.
2. Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.

Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

LIABILITY

PURSUANT TO F.S. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify firm within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which firm is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received within 45 days of the invoice date, Consultant may terminate this agreement or suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid. Client agrees to pay all costs of collection, including reasonable Attorney fees, should such action be required.

Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

Acceptance

This proposal and fee schedules are based on acceptance within 30 days of the date of preparation. If not accepted by you within that time period, we reserve the right to re-evaluate the terms and conditions contained herein.

The above will be subject to the terms and conditions as specified in the Contract Documents. If the proposed work and fees contained herein are agreeable with you, please provide a Purchase Order and a Notice to Proceed.

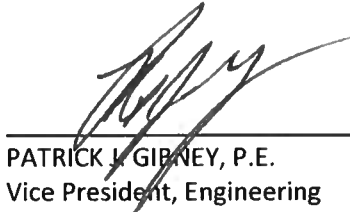
Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

CRAVEN THOMPSON & ASSOCIATES, INC.



ALEX SCHEFFER, P.E., LEED GREEN ASSOC.
Senior Supervising Engineer



PATRICK J. GIBNEY, P.E.
Vice President, Engineering

AS/tg

Attachment

ACCEPTANCE OF PROPOSAL: The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

THIS PROPOSAL ACCEPTED BY:

Name & Title

Firm Name

Date

Telephone Number

Facsimile Number

CRAVEN THOMPSON & ASSOCIATES INC.

EXHIBIT 'A'
Proposed Force Main Route
Rotary Park, Hollywood, Florida



 = FORCE MAIN ROUTE

 = LIFT STATION SITE



April 22, 2021

Hazen and Sawyer
4000 Hollywood Blvd, Suite 750N
Hollywood, FL 33021

Attention: Jennifer McMahon, PE
Phone: 954-673-2152
Email: jmcmahon@hazenandsawyer.com

Ref: Proposal for Geotechnical Engineering Services
City of Hollywood – Lift Station W-27 & Forcemain Project
Hollywood, Broward County, Florida

Dear Mrs. McMahon,

RADISE International, L.C. (RADISE) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced project. This proposal discusses our understanding of the project, presents our proposed scope of work, and establishes our schedule and fee for performing the work.

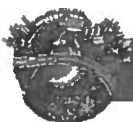
PROJECT INFORMATION

We understand that the City of Hollywood has retained Hazen and Sawyer for the *Lift Station W-27 & Forcemain Project*, located in Broward County. The purpose of the proposed Geotechnical Engineering Services described herein is to determine the subsurface soil conditions within the project limits.

GEOTECHNICAL SCOPE OF WORK

We understand that our geotechnical scope of work will involve the following tasks:

1. Visit the site to field stake the planned boring and test locations, and observe the existing site conditions.
2. Contact Sunshine 811 to request field location and clearance of underground utilities in the areas of the borings as per Florida Statutes.
3. Mobilize truck-mounted drilling rig and crew to the project site and perform the following:
 - Three (3) Standard Penetration Test (SPT) borings to a depth of 15 feet. Asphalt cores will be obtained at these locations to determine the thickness of the asphalt and base layers.



561.841.0103



4152 W. Blue Heron Blvd. Suite 1114,
Riviera Beach, FL 33404



www.RADISE.com

- Two (2) SPT borings to a depth of 30 feet.
- 4. Following the completion of the drilling operations, the borehole will be backfilled with grout.
- 5. Visually classify the collected soil samples in the field, with subsequent laboratory confirmation/QC verification of classifications using the Unified Soil Classification System (USCS) in general accordance with the visual-manual method of ASTM D 2488.
- 6. Assign laboratory testing of selected soil samples for index property determinations limited to moisture content, full sieve analysis, fines content, and organic content tests to assist in classifying the soils for engineering purposes (ASTM 2487).
- 7. Perform a geotechnical analysis and prepare a geotechnical engineering report which will include, but not necessarily be limited to:
 - Overall site map showing the locations of all soil borings.
 - Ground water level elevations (including seasonal fluctuation).
 - Soil borings profiles showing soil identifications, depth, groundwater, and standard penetration “N-values”, and soil description.
 - Soil classification per USCS.
 - Results of soil laboratory testing.
 - Pipeline bedding, backfill and compaction recommendations.
 - Recommendations for groundwater control during pipeline trenching.
 - Estimates of engineering parameters of the soil.
 - Lift station foundation recommendations.

We have assumed that our work will be performed within the right-of-way, but due to the limited use of the existing roadway, we presume that a Temporary Traffic Control Plan will not be needed. Cones and signs will be used during our field exploration for safety purposes and for limited traffic control.

SCHEDULE/DELIVERABLES

Upon receiving written authorization to proceed, we will commence with field marking of the boring locations and preparation of the utility locate request. Mobilization for the drilling operations will occur soon after Sunshine 811 clearance of boring locations is received from the contacted utilities. These two upfront activities are expected to require no more than 2 weeks to complete.

The specified field drilling work is expected to require 1 day to complete. Laboratory visual classification of the soils and report preparation will require about 4 weeks to complete following completion of field work. We expect to provide the final report signed and sealed by a registered professional engineer within 7 weeks of notice to proceed; however, accelerations of this schedule may be facilitated if needed.

COMPENSATION

Based upon our understanding of the project and interpretation of your requirements, we propose to perform the scope of work outlined previously for a Not-To-Exceed fee of **\$10,026.00** as detailed in the Fee Breakdown on Attachment A.

CLOSING

RADISE appreciates the opportunity to submit this proposal, and look forward to the opportunity of working with you. If you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,

RADISE International, LC

A handwritten signature in black ink, appearing to read 'A. Nixon', is positioned above the typed name.

Andrew Nixon, P.E.
Operations Manager

Attachments: A – Geotechnical Fee Estimate



ATTACHMENT A: FEE BREAKDOWN
GEOTECHNICAL ENGINEERING SERVICES
City of Hollywood – Lift Station W-27 & Forcemain Project
Hollywood, Broward County, Florida

	Qty	Unit	Unit Price	Total
1.0 FIELD EXPLORATION				
1.1 <u>Field Marking & Utility Locate/Clearance Coordination</u>				
1.1.1 Staff Engineer	4	Hour	\$ 105.00	\$ 420.00
1.2 <u>Maintenance of Traffic</u>				
1.2.1 Traffic Control (Signs & Cones) - Est. 1 day to complete drilling	1	Day	\$ 150.00	\$ 150.00
1.3 <u>SPT Boring (3 to 15' & 2 to 30')</u>				
1.3.1 Mobilize Equipment-Drill Rig (Truck)	1	Trip	\$ 350.00	\$ 350.00
1.3.2 Asphalt Pavement Coring and Repair/Patch	3	Each	\$ 150.00	\$ 450.00
1.3.3 SPT Borings (0 to 50')	105	LF	\$ 12.00	\$ 1,260.00
1.3.4 Casing of Boreholes	105	LF	\$ 5.00	\$ 525.00
1.3.5 Grout Seal Boreholes	105	LF	\$ 4.00	\$ 420.00
		TOTAL FIELD WORK	\$	3,575.00
2.0 LABORATORY SERVICES				
2.1 Visual Soil Classification (Staff Engineer)	4	Hour	\$ 105.00	\$ 420.00
2.2 Natural Moisture Test	5	Test	\$ 18.00	\$ 90.00
2.3 Full Grain Size Analysis	2	Test	\$ 75.00	\$ 150.00
2.4 Fines Content Determination	5	Test	\$ 55.00	\$ 275.00
2.5 Organic Content Determination	2	Test	\$ 58.00	\$ 116.00
		TOTAL LABORATORY SERVICES	\$	1,051.00
3.0 PROFESSIONAL SERVICES				
3.1 Senior Geotechnical Engineer	6	Hour	\$ 155.00	\$ 930.00
3.2 Project Engineer, PE	24	Hour	\$ 125.00	\$ 3,000.00
3.3 Staff Engineer	10	Hour	\$ 105.00	\$ 1,050.00
3.4 Drafter/CADD Technician (Boring logs, Maps, etc.)	6	Hour	\$ 70.00	\$ 420.00
		TOTAL PROFESSIONAL SERVICES	\$	5,400.00
TOTAL AMOUNT				\$ 10,026.00

HAMMOND & ASSOCIATES

CONSULTING ENGINEERS

499 NW 70th Avenue Suite 201 Plantation, FL 33317 • 954-327-7111

To: Jennifer McMahon, PE - Associate Vice President | Hazen and Sawyer

From: Nate Hammond, P.E. - Vice President - Hammond & Associates, Inc.

Subject: City of Hollywood W-27 Master Pump Station upgrade – MEP Fee Proposal

Date: March 7, 2022

Hammond & Associates, Inc. is pleased to provide this fee proposal to design the W-27 Master Pump Station upgrade for the City of Hollywood. The scope of work will include the following:

Scope of Work

- Perform site visit(s) to verify existing site conditions as necessary
- Sizing of louver requirements and replacement of existing louvers as required to accommodate new emergency generator.
- Replacement of two large existing ventilation fans with whatever is required (note replacement fans will likely not be the same size).
- Exhaust fan for bathroom
- Some internal ductwork to ventilate basement level pump room

Scope of Work Deliverables

- Detailed design, including specifications and drawings prepared at the 50%, 90%, and Bid Document milestones
- Opinion of Probable Construction Cost prepared at 50% and 90% milestones
- Prepare response to City comments at 50% and 90% milestones
- Provide S/S drawings for submittal to Building Department and address all technical comments related to HVAC work
- Provide responses to any RFI's that may come up during bidding that are related to HVAC.

Our fee to provide the **Design Services** outlined for **W-27 Master Pump Station upgrade** is summarized below:

Design Fee Schedule	
50% Construction Documents	\$4,500
90% Construction Documents	\$4,000
Permit Plan Submission (including comment responses)	2,500
Bidding Support	\$750
Total	\$11,750



N.T.S.



**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** May 31, 2022

FROM: Douglas R. Gonzales, City Attorney

SUBJECT: Proposed Professional Services Agreement with Hazen and Sawyer, P.C. to provide Architectural/Engineering Services for Phase I projects related to updating the Reuse Water Master Plan, upgrading Lift Station W-27, and implementing facilities improvements at the Southern Regional Wastewater Treatment Plant.

I have reviewed the above referenced Agreement with the participating Department/Office(s), and the proposed general business terms and other significant provisions are as follows:

- 1) Department/Division involved - Dept. of Public Utilities
 - 2) Type of Agreement – Professional Services Agreement.
 - 3) Method of Procurement (RFP, bid, etc.) – CCNA (Section 287.055, Florida Statutes). Resolution No. R-2022-032.
 - 4) Term of Contract:
 - a) initial – two years
 - b) renewals (if any) – two additional two year terms
 - c) who exercises option to renew – mutual
 - 5) Contract Amount – \$2,250,205.00.
 - 6) Termination Rights – with or without cause.
 - 7) Indemnity/Insurance Requirements – Firm shall comply with applicable City requirements.
 - 8) Scope of Services – Firm shall provide architectural/engineering services for the following Phase 1 projects: (a) Updating of the Reuse Master Plan; (b) Lift Station W-27 Upgrade and Force Main Replacement; and (c) Southern Regional Wastewater Treatment Plant Facility Planning and Building Improvements. See Scope of Work on page 5 of the Agreement.
 - 9) Other Significant Provisions: n/a
- cc: Dr. Wazir Ishmael, City Manager