



October 5, 2024

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

City of Hollywood SRWWTP
Consent Order Management Services

Dear Mr. Jiang:

As requested, Hazen and Sawyer, D.P.C. (Hazen) is pleased to offer services for the management of a Consent Order for the Southern Regional Wastewater Treatment Plant which is being administered by the Florida Department of Environmental Protection.

BACKGROUND

Due to noted violations, the City has been issued draft Consent Order (CO) Number 21-0392 with the Florida Department of Environmental Protection (FDEP) Office of the General Council (OGC) on September 6, 2024. The CO identified various areas where corrective actions are needed along with completion deadlines required to improve sanitary sewer service, treatment and disposal within the Southern Region. The City has acknowledged that corrective actions are needed and it is envisioned that the City will execute the CO after negotiations with FDEP regarding the violations noted and the proposed schedule for correction.

The draft CO requires the City to undertake a series of studies, planning tasks, and potential design and construction projects to improve the wastewater infrastructure within the Southern Region. The City has already commenced some design and construction tasks required by Paragraphs 6(a) through 6(c) of the CO. Completing all CO requirements within the deadlines necessitates the implementation of certain program controls, including a master schedule.

In addition, the CO contains a calculated penalty which must be paid or offset through an acceptable In-Kind project. Such a project must be reviewed and approved by FDEP. As a result, the City has requested Hazen to provide this scope of work for management of the Consent Order Program.

SCOPE OF SERVICES

Task 1 – General Compliance and Programmatic Services Management

Subtask 1.1 – General Management Activities

Hazen shall provide overall program management services for the initial phase of the Consent Order project development and planning including review of the requirements and deadlines of the CO. An

overall program schedule will be prepared, to include all projects identified in the CO and incorporate the program schedule as outlined in the CO once executed. The program schedule shall:

- Present an initial phasing plan to meet all CO deadlines
- Interface with existing and proposed concurrent City projects
- Address priorities and schedules identified by the City
- Identify dependencies, controls, and interfaces between projects, other operational activities, and if applicable, external projects by other City departments and/or government agencies

The program schedule will be established after all projects have been identified and prioritized. For each project, the schedule will contain the following elements of work:

- Planning
- Design
- Permitting
- Procurement
- Construction
- Post-Construction

Management of implementation activities identified in Tasks 1 through 4 will administered as part of a separate Task Order once all activities have been identified and plans approved by FDEP.

In addition, Hazen shall assist with the following tasks:

- Provide technical services for efforts that are general in nature and not specific to an individual project
- Provide administrative support needed to deliver the CO program

It is envisioned that, apart from construction projects requiring a permit, and I&I, AM and CMOM related projects, the management of all corrective actions should be completed within 2 years of the effective date of the CO. The budget for this sub-task is based on 16 hours of effort per week over the next 2 years. As the final CO has not been executed, it is recognized that the level of effort for these services has been estimated in good faith and should additional services be needed, the City and Hazen will mutually agree on future efforts if needed.

Subtask 1.2 – Monthly Progress Meetings and Reporting

Hazen shall provide progress meeting and reporting assistance as follows:

- Organize and conduct monthly progress meetings with City staff
- Record and submit meeting minutes to the City for review and acceptance
- Provide technical services for efforts that are general in nature and not specific to an individual project
- Provide administrative support needed to deliver the program

- Attend monthly meetings with City staff and provide meeting minutes for review and acceptance
- Prepare and submit to City a Monthly Status Report that includes accomplishments during the current reporting period, upcoming activities for the next reporting period, tracking of issues and action items, and any other related information.
- Prepare reports every six months to be submitted to FDEP regarding the status, progress, compliance and non-compliance of projects being completed under the CO program including the corrective actions related to exceedances, O&M, SSOs, I&I, AM, and CMOM.

It is envisioned that, apart from construction projects requiring a permit, and I&I, AM and CMOM related projects, the reporting for all corrective actions should be completed within 2 years of the effective date of the CO. The budget for this sub-task is based on 16 hours of effort per month over the next 2 years. As the final CO has not been executed, it is recognized that the level of effort for these services has been estimated in good faith and should additional services be needed, the City and Hazen will mutually agree on future efforts if needed.

Task 2 – In-Kind Project Proposal Management

This task assumes that the City will opt to perform an In-Kind project in lieu of paying the full civil penalty or performing a Pollution Prevention Project. Hazen will assist City in the development of a proposal for the project to be submitted to FDEP for review and approval. Upon FDEP approval, it is envisioned that City will administer and manage the In-Kind project. Without FDEP concurrence, a definitive scope and corresponding level of effort cannot be determined at this stage. As such, it is recognized that the level of effort for these services has been estimated in good faith and should additional services be needed, the City and Hazen will mutually agree on additional efforts, if needed.

KEY ASSUMPTIONS

Key assumptions concerning this scope are:

- Costs and expenses incurred by FDEP as outlined in draft Consent Order (CO) Number 21-0392, paragraph 11 are not included
- Evaluation of specific conditions affecting the VSC collection/transmission systems is not included and a need for VSC participation is not expected
- I&I Plan implementation and associated reporting will be addressed under future authorizations
- The AM and CMOM Program implementation and associated reporting will be addressed under future authorizations
- 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.
- City will provide access to all necessary facilities for execution of the work
- Surveying services and underground utility locates are not envisioned
- The extent of design, permitting and management of modifications necessary to correct identified deficiencies are not known at this time and are not included

- This scope does not include any permitting services or negotiations with other agencies, jurisdictions, or parties relative to specific projects. Meetings with these parties may occur relative to general matters and/or conceptual solutions
- As the CO is currently in draft form and as the extent of communications with FDEP cannot be determined in advance, it is assumed that the budget for each task described may be more or less than estimated such that unused funds in one task may supplement another task

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, A DESIGN PROFESSIONAL WHO IS AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS TASK ORDER.

COMPENSATION

Engineering services performed under Tasks 1 and 2 of this Authorization will be performed for a Not-to-Exceed fee of \$455,929 including other direct costs. A fee breakdown is attached.

SCHEDULE

Projects of this type are heavily dependent upon data gathering from the City, communication with FDEP and, if construction efforts are found to be necessary, from various vendors and manufacturers. Engineering services are estimated to be completed in accordance with the schedule outlined by the CO and presented in the attached schedule. It is noted that, apart from construction projects requiring a permit, and I&I, AM and CMOM related projects, management and reporting for all corrective actions should be completed within 2 years of the effective date of the CO.

Engineering services for the project will be performed as part of our Professional Services Agreement for General Engineering Consultant Services (Agreement) dated October 2023. Services provided by Hazen and Sawyer, D.P.C. 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, D.P.C.



J. Philip Cooke, P.E.
Vice President

c: File No. 4321-016/1.0
Attachment

CITY OF HOLLYWOOD
 SOUTHERN REGIONAL WASTEWATER TREATMENT PLANT
 CONSENT ORDER MANAGEMENT
 Fee Breakdown

<u>Tasks</u>	Labor Hours										<u>Subtotal</u>	<u>Fee</u>
	<u>Senior Officer</u>	<u>Senior Associate</u>	<u>Sr Principal Engineer</u>	<u>Principal Engineer</u>	<u>Assistant Engineer III</u>	<u>Engineer</u>	<u>Principal Designer</u>	<u>Senior Designer</u>	<u>Senior Drafter</u>	<u>Admin Assistant</u>		
LABOR												
Task 1 - General Compliance / Management	608	0	0	0	0	1440	0	0	0	0	2048	\$ 411,768
Task 2 - In-Kind Project Proposal Management	24	0	48	64	0	0	0	24	64	24	248	\$ 43,961
Subtotal	632	0	48	64	0	1,440	0	24	64	24	2,296	\$ 455,729
DIRECT EXPENSES												
Out-of-pocket												\$ 200
Subtotal												\$ 200
Total												\$ 455,929
Maximum Hourly Labor Rate	367.20	332.07	207.55	194.77	150.07	130.91	185.19	159.65	105.37	89.40		