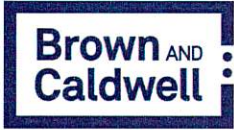


201 North Civic Drive  
Suite 300  
Walnut Creek, CA 94596  
T: 925-937-9010



April 9, 2020

City of Hollywood, Florida  
Department of Public Utilities

Subject: Submittal of Professional Engineering Consultant Services Agreement  
Project No. 19-9119A

To Whom It May Concern:

Brown and Caldwell would appreciate the City of Hollywood allowing our office to complete this submittal by electronic means. Due to the COVID-19 pandemic limiting our ability to follow our normal submission protocols, we will approve this agreement by electronic signature and affix our electronic corporate seal at this time. We will provide original wet signed and sealed documents to the City as soon as it is logistically feasible.

Thank you for attention to these matters.

Very truly yours,

BROWN AND CALDWELL

A handwritten signature in black ink, appearing to read "R. D. Goodson". The signature is fluid and cursive, written over a white background.

Robert D. Goodson  
Corporate Secretary, Senior Vice President and General Counsel

RDG:kv

Enclosure

**CITY OF HOLLYWOOD, FLORIDA**

**PROFESSIONAL ENGINEERING CONSULTANT SERVICES  
AGREEMENT**



**DESIGN, PERMITTING, BIDDING PHASE SERVICES  
DEEP INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION**

**AT**

**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES  
PROJECT NO. 19-9119A**



## PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA  
AND  
BROWN AND CALDWELL

PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN, PERMITTING AND BIDDING PHASES

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

THIS AGREEMENT is made this 28<sup>th</sup> day of April, 2020, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Brown and Caldwell, a corporation authorized to do business in the State of Florida ("Consultant").

### WITNESSETH:

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes ("Consultants' Competitive Negotiation Act"), to provide Professional engineering services for the Design, Permitting and Bidding phases as directed by the Director of the Department of Public Utilities, for the Project with the terms and conditions of the Request for Statement of Qualifications (RFQ) used in the selection and being a part of this agreement.

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

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### SCOPE OF WORK

The Consultant shall furnish professional engineering services for the Design, Permitting and Bidding Phases services for the Deep Injection Wells No. 3 and No. 4 Pump Station project.

The City will pay the Consultant a not to exceed amount in accordance with the negotiated scope of work and fee in this Agreement.

The Agreement is for duration of the Pre-Construction phase of the Project, estimated at this time to be a term of five years with the option to renew for two additional two year periods.

**ARTICLE 1**  
**DEFINITIONS**

- 1.01 ADDITIONAL SERVICES: Those design services defined in Section 2.5
- 1.02 BASIC SERVICES: Those Engineering design services defined in Section 2.1.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into the agreement to provide professional services to the City. The consultant for this agreement is Brown and Caldwell Corporation.
- 1.06 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.
- 1.07 DIRECTOR: The Director of the Department of Public Utilities having the authority and responsibility for management of the Project authorized under this Agreement.
- 1.08 INSPECTOR: An employee of the City assigned by the Director to make observations of work performed by the Consultant and any Contractor.
- 1.09 PROJECT: The Engineering Design Services pertaining to the design, alteration or repair, and all services and incidents thereto, for design, permitting and bidding of deep injection wells pump station contemplated and budgeted by the City.
- 1.10 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**

**2.1 BASIC SERVICES**

- 2.1.1 To the extent deemed necessary by CONSULTANT, CONSULTANT shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of Florida, and such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by CONSULTANT. CONSULTANT shall submit, for approval by CITY, names of sub-consultants for each professional element of service of the Project. Nothing in the foregoing shall create any contractual relationship between CITY and any sub-consultants employed by CONSULTANT under the terms of this Agreement. CONSULTANT is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.
- 2.1.2 CONSULTANT shall designate a principal or a staff member as the PROJECT MANAGER. So long as the PROJECT MANAGER performs in a manner acceptable to CITY, and remains in CONSULTANT's employ, the PROJECT MANAGER shall remain in charge of all design and other services required under this Agreement, including attending design-related meetings for the Project, unless a substitution mutually acceptable to CONSULTANT and CITY is made. CITY-approved PROJECT MANAGER shall be named in the proposal provided for a particular Work Order.
- 2.1.3 CONSULTANT shall assist CITY in fulfilling the requirements of the authorities and funding agencies whose interests bear on the design, cost, and construction of the Project.
- 2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.
- 2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the design and construction of the Project.
- 2.1.7 Independent of the Project Phase when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.
- 2.1.8 CONSULTANT shall prepare designs and Construction Documents in compliance with all applicable laws, codes, rules, regulations, ordinances, and standards.
- 2.1.9 CONSULTANT acknowledges that access to a project site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 2.1.10 CONSULTANT shall provide a written monthly progress report for each Work Order currently assigned to the CONSULTANT.



## **2.2 PRE-DESIGN PHASE**

- 2.2.1 Upon written Authorization to Proceed CONSULTANT shall evaluate the Project to ascertain the requirements of the Project and shall review and clarify CONSULTANT's understanding of these requirements with CITY.
- 2.2.2 CONSULTANT shall review site surveys; existing record documents; mechanical, geotechnical, and other test reports; environmental documents, and any other documentation furnished by CITY. CONSULTANT shall determine from the examination of the site and a review of available information whether such data are sufficient for purposes of design or whether additional data are needed and, if so, recommend the manner in which said data is to be provided and needed services obtained.
- 2.2.3 CONSULTANT shall prepare applications and supporting documents for grants or advances under Federal or State programs.
- 2.2.4 CONSULTANT shall provide a written preliminary evaluation of the Project and the Construction Budget requirements.
- 2.2.5 CONSULTANT shall prepare and submit an outline of applicable provisions of building codes that apply to this project to CITY. The outline shall include a written report and schematic drawings that delineate the design criteria.
- 2.2.6 If requested by CITY, CONSULTANT shall review with and recommend to CITY alternative approaches to the design, and recommend the contracting mode best suited to the scope, project schedule, and construction budget of the Project.
- 2.2.7 CONSULTANT shall prepare Preliminary Design studies consistent with and incorporating the Project requirements, including site plans and other drawings, sketches, or graphic materials needed to describe the Project, including conceptual design criteria, schematic layouts and sketches.
- 2.2.8 CONSULTANT shall submit a written Estimated Project Construction Cost and a preliminary construction schedule based on the documents submitted in this phase. Evaluation shall include construction costs, contingencies and allowances for professional consultant services.
- 2.2.9 The Work of this phase is subject to independent reviews, both internal and external, and Value Engineering.
- 2.2.10 Upon written direction, CONSULTANT shall prepare a design presentation for the CITY Commission. CONSULTANT shall assist in the preparation of materials for the Commission's review including executive summaries, drawings and illustrations. CONSULTANT shall attend scheduled meetings with representatives of CITY regarding the presentation material to the CITY Commission.
- 2.2.11 Should The CITY fail to approve the design or aspects of the design due to errors and/or omissions, CONSULTANT shall, at its own expense, revise the design unless CONSULTANT

has been given prior written approval from CITY to proceed with the Engineering Design phase, in which case the revision of the design shall be an Additional Service subject to an amendment.

## **2.3 ENGINEERING DESIGN PHASE**

- 2.3.1 Upon CITY's written Authorization to Proceed and based on Preliminary Design documents approved in writing by CITY, CONSULTANT shall prepare for approval by CITY, Construction Documents using standard CSI format, or other format as may be required by the CITY, consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the project.
- 2.3.2 CONSULTANT shall provide surveys, soil investigations and other field studies required for design.
- 2.3.3 CONSULTANT shall submit documentation supporting the design criteria for the structural (including structural loading), HVAC, plumbing, electrical, lighting and communication systems; and other specialized building systems.
- 2.3.4 CONSULTANT shall submit construction documents to CITY for review and approval upon 30%, and 90% completion, and 100% completion. CONSULTANT shall resubmit the documents for back-check by CITY after corrections are made to each submittal.
- 2.3.5 Prior to submission of the 90% completed Construction Documents for CITY review, CONSULTANT shall review CITY's Bidding Documents for Project requirements and recommend any changes needed to make them applicable to the Project. CONSULTANT shall submit, with the review set of the 90% completed Construction Documents, a single marked-up set of the CITY's "Supplementary General Conditions" showing the recommended changes.
- 2.3.6 Upon 30%, 90% and 100% completion of the Construction Documents, CONSULTANT shall submit for CITY review and comment 10 copies each of the Construction Documents, a summary of the calculations for the structural, HVAC electrical, plumbing, communications, and other specialized building system calculations, and the current Estimated Project Construction Cost and Schedule.
- 2.3.7 Construction Document review is subject to a Constructability Analysis by CITY, which will consist of internal review, and will be subject to external review of the construction documents to determine whether designated components, systems and materials specified in the construction documents represent a complete and constructable facility based upon the previously approved design.
- 2.3.8 The Construction Documents submittals shall either incorporate any changes or corrections required by CITY or review agencies as a result of their review of the 30%, 90% and 100% completed Construction Documents or be accompanied by a written statement as to why such changes were not incorporated. CITY may reject CONSULTANT's explanation and require CONSULTANT to make the changes or corrections to the Construction Documents as previously requested by CITY.

- 2.3.9 Final Construction Drawings and the Certification page of the specifications submitted to CITY for bidding purposes shall be signed and sealed by CONSULTANT or the appropriate sub-consultant.
- 2.3.10 CONSULTANT shall be responsible for the content of all Construction Documents. All construction documents prepared or signed by CONSULTANT or sub-consultants shall be complete, coordinated and contain directions as will enable a competent contractor to carry them out.
- 2.3.11 Upon approval by the CITY, the 100%-completed Construction Documents will be deemed to be final and ready for bid. CONSULTANT shall provide to CITY ten (10) sets of 24 x 36 prints, ten (10) sets of 11 x 17 prints and ten (10) complete sets of the Specifications, of the final set of Construction Documents. The Specifications shall be submitted in both hard copy form and electronic form in Microsoft-Word format. CONSULTANT is also required to provide CITY with one (1) computer-CD version of the Drawings that is compatible with AutoDesk's AutoCAD 2018 or later version. CONSULTANT shall submit a final written Estimated Project Construction Cost and schedule based on the documents submitted to CITY.
- 2.3.12 The Work of this phase is subject to independent reviews, both internal and external.
- 2.3.13 CONSULTANT shall be responsible for obtaining review and approval by applicable regulatory agencies. CITY's Designated Project Coordinator will attend all meetings with these agencies. Unless directed otherwise in writing by CITY the Engineering Design Phase shall not be considered 100% complete until all required agency and CITY approvals have been received by CONSULTANT.

## **2.4 BIDDING PHASE**

- 2.4.1 If prequalification of construction contractors is required by CITY, CONSULTANT shall recommend prequalification criteria, and assist CITY in preparation of the prequalification documents. If requested by CITY, CONSULTANT shall participate with CITY in evaluation of prequalification submittals.
- 2.4.2 CONSULTANT shall distribute contract documents to prospective bidders, and maintain records of documents issued.
- 2.4.3 CONSULTANT shall assist CITY in document clarification and in the preparation of Addenda as required for issuance in accordance with both the "Instructions to Bidders" and the "Supplementary Instructions to Bidders" of CITY's Bidding Documents.
- 2.4.4 CONSULTANT shall organize and conduct, and CITY's Representative shall attend, all scheduled pre-bid meetings and/or site visits.
- 2.4.5 CONSULTANT's Representative shall review and evaluate bids. CONSULTANT Project Manager shall prepare a certified bid tabulation and recommendation to award.
- 2.4.6 Attend bid protest hearings, provide documentation as required to evaluate bid protests.

## **2.5 ADDITIONAL SERVICES:**

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 Authorization to Proceed, will be compensated for as provided under subsection 5.02.

- a) Professional detailed Estimates of Construction Cost consisting of quantity surveys itemizing all material, equipment and labor required for a project.
- b) Planning surveys, or comparative studies of prospective sites.
- c) Investigation and making detailed appraisals and valuations of existing facilities, and surveys or inventories in connection with construction performed by the City.
- d) The services of one or more full-time Project Field Representatives during construction.
- e) 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.
- f) 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.
- g) 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.)
- h) 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.
- i) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.
- j) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to construction.

## **2.6 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, 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, Days Inn or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.6 herein.

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

#### **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 2.1.
- 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/her direction, control, supervision, retention and/or discharge.
- 3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
McNabb Hydrogeologic Consulting, Inc.	
Gibbs Land Surveyors	
Nutting Engineers	
Metco Southeast, LCC	

The Consultant shall not change any Subconsultant without prior approval by the Director of the Department of Public Utilities, in response to a written request from the Consultant stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the Director.

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

**4.01 INFORMATION FURNISHED:**

The City, at its expense and insofar as performance under this Agreement may require, shall furnish the Consultant with the following information or may authorize the Consultant to provide the information as an Additional Reimbursable Service:

- a) 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 is relative to storm water, communications, sewer, water, gas and electrical services.
- b) 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.
- c) Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program pursuant to Article 2, Section 2.1.
- d) 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, to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements", as defined, must be authorized in advance.
- e) The services, information, surveys and reports required by subsections a. through c above, 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.
- f) 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:**

- a) The Director shall act on behalf of the City in all matters pertaining to this Agreement. The Director shall approve all invoices for payment to the Consultant.
- b) The Department of Public Utilities shall act as liaison between the Consultant and City. The Director shall designate a Project Manager from the Department of Public Utilities staff to have general responsibility for management of 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.

- c) During the construction phase, the Consultant and the Department of Public Utilities staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.
- d) If the City observes or otherwise becomes aware of any fault or defective work in the 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.:**

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:**

- A. The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, an amount not to exceed **\$4,246,570.00**. Payments to the Consultant shall be based upon the not to exceed amount in accordance with the attached Scope of Services Proposal and paid in accordance with the payment provisions of this Agreement. It is understood that the Consultant shall perform all services for the total compensation not to exceed amount. The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the not to exceed amount stipulated in this Agreement.
- 1) Personnel directly engaged on the Project by the Consultant may include engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to the project during all phases thereof.
- 2) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.

**5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:**

The Consultant may be authorized to perform Additional/Reimbursable Services as described in Article 2. The fee for such services will be computed by one of the following methods:

- a) Mutually agreeable Fixed or Lump Sum, in accordance with subsection 5.01A above.
- b) Hourly Rate as set forth in the Exhibit "A".

An independent and detailed Authorization to Proceed shall be required to be issued for each additional service requested by the City. 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 of Hollywood Purchasing Ordinance and other applicable laws and consistent with the fees based upon either 5.01A. or the hourly rate set forth in Exhibit "A".

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

- 5.03 Regardless of the method of compensation elected herein, this Agreement and/or "Exhibit 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.
- 5.04 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 the Work.

The Consultant shall invoice the City based upon the Consultant's Scope of Services Proposal, which is made part of this Agreement. Each invoice shall be due and payable 45 days after the City receives a correct, fully documented invoice, in a form substantially acceptable to the City with all appropriate cost substantiations attached. Invoices shall be sent to: **City of Hollywood Public Utilities, ECSD, 1621 N 14<sup>th</sup> Avenue, Hollywood, FL 33020.** The Consultant shall clearly state "Final Invoice" on the Consultant's last billing for the services rendered to the City. The 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. The Consultant waives any charges not properly included in the Final Invoice. The City's payment of a Final Invoice shall not constitute evidence of the City's acceptance of the Consultant's performance of the services or its acceptance of any of the Consultant's project work. The City's review, approval, acceptance, or payment for any of the 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 the Consultant's performance or nonperformance of this Agreement. The 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 the 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 City, 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.

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 the 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 rendered which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If 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 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.

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 its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of 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 agreement shall be construed to affect in any way the City's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. These provisions shall survive the expiration or earlier termination of this Agreement.

**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 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 and Professional Liability. 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. Commercial 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:

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

##### 2. Comprehensive Automobile Liability:

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

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

\$ 500,000.00 per Person

\$ 1,000,000.00 per Occurrence

\$ 100,000.00 Property Damage

The City of Hollywood 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:

\$ 500,000.00 Bodily Injury by Accident

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

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

Coverage shall be maintained throughout the entire term of 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 (Errors and Omissions) 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 and for a period of three years beginning at the time work under this Agreement is completed, Professional Liability Insurance covering Consultant's negligent acts, errors and/or omissions, including design errors of the Consultant, for damages resulting from a claim arising out of Consultant's performance of professional services under this Agreement. In the event that any professional liability insurance required under this Agreement is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Agreement.

The minimum limits of liability shall be:

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

**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 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 upon receipt of an Authorization to Proceed issued by the Director, and to complete the Project within the time stipulated in the Authorization to Proceed and as indicated in the Scope of Work, if applicable. Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of the Project will be granted by the City should there be a delay on the part of the City in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by 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 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 60 days from the date of the City's receipt of a statement from Consultant specifying its breach of its duties under this agreement.



## **ARTICLE 9**

### **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 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 subsection.

#### **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 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or any duly authorized agents or representatives of City, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five year period noted above; provided, however such activity shall be conducted only during normal business hours.

#### **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 the 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 execution of this Agreement and issue of the Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

#### **9.07 NO CONTINGENT FEES:**

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

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

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

#### **9.09 CONSULTANT'S STAFF:**

CONSULTANT will provide the key staff identified in their proposal for 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.

#### **9.10 NOTICES:**

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

##### FOR CITY:

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

City Attorney  
2600 Hollywood Blvd., Rm. 407  
Hollywood, Florida 33020

##### FOR CONSULTANT:

Brown and Caldwell  
1580 Sawgrass Corporate Parkway, Suite 400  
Sunrise, FL 33323

#### **9.11 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.

#### **9.12 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.

#### **9.13 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.

#### **9.14 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.

#### **9.15 TIME:**

Time is of the essence in this agreement.

#### **9.16 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.

#### **9.17 PUBLIC RECORDS LAW**

The 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 the 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 the 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 the 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 the 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, the 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, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

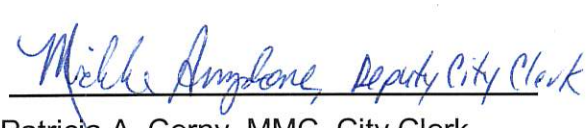
IN WITNESS WHEREOF, the City has caused this Agreement to be executed by the undersigned and the said Consultant has caused this Agreement to be executed by the undersigned and the seal of the Consultant set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

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

(SEAL)  
ATTEST

By   
Josh Levy, Mayor

  
for Patricia A. Cerny, MMC, City Clerk

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

Approved By:

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


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

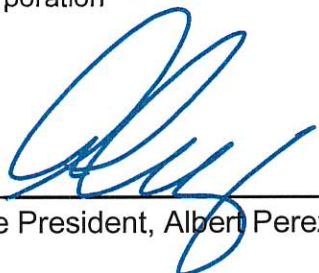
WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

Brown and Caldwell

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

  
\_\_\_\_\_  
Secretary , Robert D. Goodson

By   
\_\_\_\_\_  
Vice President, Albert Perez

(Corporate Seal)



838321

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

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

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

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

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

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

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

WHEN THE CONSULTANT IS A JOINT VENTURE

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

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

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

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

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

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

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

# Exhibit 'A'





# CERTIFICATE OF LIABILITY INSURANCE

5/31/2020

DATE (MM/DD/YYYY)

4/10/2020

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b>	
	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Hartford Fire Insurance Company	19682
<b>INSURED</b> 1054713 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	<b>INSURER B:</b> Property and Casualty Ins Co of Hartford	34690
	<b>INSURER C:</b> Lloyds of London	
	<b>INSURER D:</b> Twin City Fire Insurance Company	29459
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES \*** **CERTIFICATE NUMBER:** 16700776 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	37CSEQU1172	5/31/2019	5/31/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37CSEQU1173	5/31/2019	5/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
B D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	37WNQU1170 37WBRQU1171	5/31/2019 5/31/2019	5/31/2020 5/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	<b>PROFESSIONAL LIABILITY</b>	N	N	LDUSA1900482	5/31/2019	5/31/2020	\$5,000,000 PER CLAIM; \$5,000,000 AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: BC SID 48242 PN 155007 - DEEP INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES PROJECT NO. 19-9119A. CITY OF HOLLYWOOD, FLORIDA IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY, AUTO LIABILITY, WORKERS' COMPENSATION/EMPLOYER'S LIABILITY AND PROFESSIONAL LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

**CERTIFICATE HOLDER****CANCELLATION** See Attachments

16700776

HOL-23

CITY OF HOLLYWOOD, FL

ATTN: CITY MANAGER RM. 421

2600 HOLLYWOOD BLVD.

HOLLYWOOD FL 33020

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

AUTHORIZED REPRESENTATIVE

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2019 to 5/31/2020**

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

**ADDITIONAL INSURED BY CONTRACT OR AGREEMENT -  
OPTION II**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s):</b>	<b>Designated Project(s) or Location(s) of Covered Operations:</b>
<b>ALL</b>	<b>ALL</b>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above with whom you agreed in a written contract or written agreement to provide insurance such as is afforded under this policy, but only to the extent that such person or organization is liable for "bodily injury", "property damage" or "personal and advertising injury" caused by:
1. Your acts or omissions or the acts or omissions of those acting on your behalf:
    - a. In the performance of your ongoing operations for such additional insured at the project(s) or location(s) designated in the Schedule;
    - b. In connection with your premises owned by or rented to you and shown in the Schedule; or
    - c. In connection with "your work" for the additional insured at the project(s) or location(s) designated in the Schedule and included within the "products-completed operations hazard", but only if:
      - (1) The written contract or agreement requires you to provide such coverage to such additional insured at the project(s) or location(s) designated in the Schedule; and
      - (2) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
  1. The acts or omissions of the additional insured in connection with their general supervision of your operations at the projects or locations designated in the Schedule.
- B. The insurance afforded to these additional insureds applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:**
1. During the policy period; and
  2. Subsequent to the execution of such written contract or written agreement; and
  3. Prior to the expiration of the period of time that the written contract or written agreement requires such insurance be provided to the additional insured.

- C. With respect to the insurance afforded to the additional insureds under this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services by or for you, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; and
2. Supervisory, inspection, architectural or engineering activities.

**C. Limits of Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, Paragraph 8. How Limits of Insurance Apply To Additional Insureds in **Section III - Limits of Insurance** does not apply.

**D. Duties Of Additional Insureds In The Event Of Occurrence, Offense, Claim Or Suit**

The Duties Condition in **Section IV - Conditions** is replaced by the following and applies to the additional insured shown in the Schedule:

**1. Notice Of Occurrence Or Offense**

The additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- d. How, when and where the "occurrence" or offense took place;
- e. The names and addresses of any injured persons and witnesses; and
- f. The nature and location of any injury or damage arising out of the "occurrence" or offense.

**2. Notice Of Claim**

If a claim is made or "suit is brought" against the additional insured, the additional insured must:

- a. Immediately record the specifics of the claim or "suit" and the date received; and
- b. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

**3. Assistance And Cooperation Of The Insured**

The additional insured must:

- a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- b. Authorize us to obtain records and other information;
- c. Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

**4. Obligations At The Additional Insureds Own Cost**

No additional insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

**5. Additional Insureds Other Insurance**

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to the additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

**6. Knowledge Of An Occurrence, Offense, Claim Or Suit**

Paragraphs 1. and 2. apply to the additional insured only when such "occurrence", offense, claim or "suit" is known to:

- a. The additional insured that is an individual;
- b. Any partner, if the additional insured is a partnership;
- c. Any manager, if the additional insured is a limited liability company;
- d. Any "executive officer" or insurance manager, if the additional insured is a corporation;
- e. Any trustee, if the additional insured is a trust; or
- f. Any elected or appointed official, if the additional insured is a political subdivision or public entity.

**E. Other Insurance**

With respect to insurance provided to the additional insured shown in the Schedule, the Other Insurance Condition **Section IV - Conditions** is replaced by the following:

**1. Primary Insurance**

**a. Primary Insurance When Required By Contract**

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary we will share with all that other insurance by the method described in 3. below.

**b. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs a. and b. do not apply to other insurance to which the additional insured has been added as an additional insured or to other insurance described in

paragraph 2. below.

**2. Excess Insurance**

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

**c. Your Work**

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

**d. Premises Rented to You**

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

**e. Tenant Liability**

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

**f. Aircraft, Auto Or Watercraft**

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability;

**g. Property Damage To Borrowed Equipment Or Use Of Elevators**

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion j. of Section I - Coverage A - Bodily Injury Or Property Damage Liability; or

**h. When You Are Added As An Additional Insured To Other Insurance**

That is any other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- a. The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- b. The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

### **3. Method of Sharing**

If all other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1172**  
**Policy Term: 5/31/2019 to 5/31/2020**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

HOL-23  
CITY OF HOLLYWOOD, FL  
2600 HOLLYWOOD BLVD.

HOLLYWOOD , FL 33020

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

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

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

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

IH 12 00 11 85

**POLICY NUMBER: 37CSEQU1173**

**COMMERCIAL AUTO**

Attachment Code: D465338 Certificate ID: 16700776

**CA 20 48 10/13**

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

**DESIGNATED INSURED  
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below:

Named Insured: BROWN AND CALDWELL

Endorsement Effective: 5/31/2019

**SCHEDULE**

**Name of Person(s) or Organization(s):**

AS REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

**CA 20 48 10/13**

**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Hartford Fire Insurance Company**  
**Policy Number: 37CSEQU1173**  
**Policy Term: 5/31/2019 to 5/31/2020**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

HOL-23  
CITY OF HOLLYWOOD, FL  
2600 HOLLYWOOD BLVD.

HOLLYWOOD , FL 33020

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

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

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

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



**Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES**  
**Carrier: Property and Casualty Ins Co of Hartford & Twin City Fire Insurance Company**  
**Policy Number: 37WNQU1170 & 37WBRQU1171**  
**Policy Term: 5/31/2019 to 5/31/2020**

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

**NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS**

HOL-23  
CITY OF HOLLYWOOD, FL  
2600 HOLLYWOOD BLVD.

HOLLYWOOD , FL 33020

This policy is subject to the following additional conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least sixty (60) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to all certificate holder(s) with mailing addresses on file with the agent of record or the Company.

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

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

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

IH 12 00 11 85

Named Insured: BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES  
Policy Number: LDUSA1900482  
Policy Term: 5/31/2019 to 5/31/2020

**PROFESSIONAL AND POLLUTION LIABILITY - NOTICE OF CANCELLATION**

HOL-23  
CITY OF HOLLYWOOD, FL  
2600 HOLLYWOOD BLVD.

HOLLYWOOD , FL 33020

IN THE EVENT THE UNDERWRITERS CANCEL OR NON-RENEW THIS POLICY OR IN THE EVENT OF A MATERIAL CHANGE TO THIS POLICY, UNDERWRITERS SHALL MAIL WRITTEN NOTICE OF SUCH CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE, TO SUCH CERTIFICATE HOLDER WITHIN A SPECIFIED PERIOD OF TIME; PROVIDED, HOWEVER, THAT THE INSURERS SHALL NOT BE REQUIRED TO PROVIDE SUCH NOTICE MORE THAN 45 DAYS PRIOR TO THE EFFECTIVE DATE OF CANCELLATION, NON-RENEWAL OR MATERIAL CHANGE.

# Exhibit 'B'

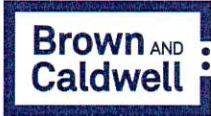
**EXHIBIT B**  
**Consultant's Hourly Rate Schedule**

<b>Job Class/Title</b>	<b>Unloaded Hourly Rate</b>	<b>Multipliers**</b>	<b>Loaded Hourly Rate</b>
Project Administrator	22.56	3.3	74.46
Drafter	27.13	3.3	89.52
Engineer I	34.45	3.3	113.70
Inspector I	34.45	3.3	113.70
Scientist I	34.45	3.3	113.70
Senior Drafter	34.45	3.3	113.70
Project Analyst	34.45	3.3	113.70
Inspector II	40.25	3.3	132.83
Engineer II	40.72	3.3	134.38
Scientist II	40.72	3.3	134.38
Senior Designer	40.72	3.3	134.38
Supervising Drafter	40.72	3.3	134.38
Engineer III	47.29	3.3	156.05
Senior Inspector	47.29	3.3	156.05
Geologist/Hydrogeologist III	47.29	3.3	156.05
Supervising Cost Estimator	52.90	3.3	174.57
Senior Geologist/Hydrogeologist	54.43	3.3	179.62
Senior Engineer	54.43	3.3	179.62
Senior Construction Engineer	54.43	3.3	179.62
Senior Scientist	54.43	3.3	179.62
Principal Designer	54.43	3.3	179.62
Principal Geologist/Hydrogeologist	63.49	3.3	209.52
Principal Engineer	63.49	3.3	209.52
Supervising Engineer	68.30	3.3	225.39
Supervisor, Utility Financial Planner	68.30	3.3	225.39
Supervising Construction Engineer	68.30	3.3	225.39
Senior Health & Safety Risk Manager	68.30	3.3	225.39
Managing Engineer	76.31	3.3	251.84
Chief Engineer	82.59	3.3	272.56
Vice President	88.52	3.3	292.10
Senior Vice President	92.71	3.3	305.95

# Exhibit 'C'

1580 Sawgrass Corporate Parkway  
Suite 400  
Sunrise, Florida 33323  
Tel: 954-200-7233  
Fax: 954-200-7612  
www.browncaldwell.com

February 27, 2020



Mr. Clece Aurelus, P.E.  
Engineering Support Services Manager  
City of Hollywood  
Department of Public  
Utilities  
P.O. Box 229045  
Hollywood, FL 33022-9045

Subject: Design, Permitting and Bidding Services for Injection Wells No. 3 and No. 4 Pump Station at Southern Regional Wastewater Treatment Plant

Dear Mr. Aurelus:

As requested, Brown and Caldwell is pleased to prepare this level of effort for design, permitting, and bidding services for Injection Wells No. 3 and No. 4 Pump Station at Southern Regional Wastewater Treatment Plant (SRWWTP).

## **BACKGROUND**

The SRWWTP currently disposes of treated effluent via three routes – two injection wells (IW-1 and IW-2) rated for 37.4 mgd, a reuse water distribution system rated for 4 mgd, and an ocean outfall rated for 46.3 mgd. Among other requirements of the 2008 Ocean Outfall Legislation (OOL), the City is required to cease discharge of non-peak effluent flow to the outfall. To meet the requirements of the 2008 OOL, the City intends to construct two new industrial injection wells (IW-3 and IW-4) and new pumping facilities with the capacity to dispose of up to 39.8 mgd of secondary treated domestic wastewater effluent from the SRWWTP and reverse osmosis concentrate from the City of Hollywood water treatment plant (WTP).

## **COMPENSATION**

Brown and Caldwell will perform the aforementioned services for a total fee of \$4,246,570.

## **SCHEDULE**

Brown and Caldwell's services will commence upon receipt of written authorization.

We appreciate the opportunity to serve the City. We look forward to working with the City of Hollywood on this important project. Please contact us with any questions.

Very truly yours,

**Brown and Caldwell**

A handwritten signature in blue ink, appearing to read "C. Earle", is positioned above the printed name and title.

Celia D. A. Earle, Ph.D., BCEEM  
Vice President

cc: Albert Perez, Brown and Caldwell  
Nigel Grace, Brown and Caldwell

## **Exhibit A**

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

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#### **Background**

The City of Hollywood (City) owns and operates the Southern Region Wastewater Treatment Plant (SRWWTP). The SRWWTP is permitted to treat an average annual daily flow of 55.5 million gallons per day (mgd). The SRWWTP currently disposes of treated effluent via three routes – two injection wells (IW-1 and IW-2) rated for 37.4 mgd, a reuse water distribution system rated for 4 mgd, and an ocean outfall rated for 46.3 mgd. Among other requirements of the 2008 Ocean Outfall Legislation (OOL), the City is required to cease discharge of non-peak effluent flow to the outfall. To meet the requirements of the 2008 OOL, the City intends to construct two new industrial injection wells (IW-3 and IW-4) and new pumping facilities with the capacity to dispose of up to 39.8 mgd of secondary treated domestic wastewater effluent from the SRWWTP and reverse osmosis concentrate from the City of Hollywood water treatment plant (WTP). Construction of the injection wells has been initiated and Contractor mobilization is underway.

The permit for the proposed injection wells requires them to be placed in service and permitted for normal operation by January 2024. The operational demonstration and subsequent phases can last 15 to 18 months. A sequential approach to design, permitting and construction of the proposed pump station facilities will not leave adequate time to demonstrate operation and secure the operating permit. To meet the 2024 permitting deadline, the design and construction of limited piping components of the proposed system will be implemented (Bid Package No. 1) to allow an early start of operational testing and the subsequent major elements (pump station, electrical and other facilities) that are not essential for operational demonstration pursuant to the permitting requirements will be implemented (Bid Package No. 2) on a separate timeline. Additionally, as part of initial efforts, an FDEP permit application will be prepared and submitted for approval for the entire project with the goal of locking in the conceptual approach prior to the expedited implementation of the initial phase of work included in Bid Package No. 1.

The City selected Brown and Caldwell (BC) to conduct the preliminary engineering, detailed design, permitting, bid support services, construction oversight, startup and operational testing of the proposed pump station and associated improvements.

#### **Project Description**

The work to be performed under this Agreement covers work associated with the design, construction oversight and/or operational testing/permitting associated with Bid Packages



No. 1 and No. 2, as well as the preliminary engineering, design, permitting and bid support services associated with Bid Package No. 2. Construction administration, engineering support during construction, startup and project closeout services associated with Bid Package No.2 will be detailed and authorized under separate task authorizations. Generally, the scope includes the hydraulic analyses; pump station, wet well, and process pipe evaluation; electrical service evaluation; site planning; basis of design; final design; permitting; and bid support for the pump station (Bid Package No. 2) and piping that will feed IW-3 and IW-4 (Bid Package No. 1). The following components comprise the major project elements:

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

### **Scope of Services**

The Scope of Services to be provided by Consultant includes planning, preliminary and final design services, permitting and bidding assistance. Consultant's Work Breakdown Structure includes the following tasks:

#### **Part 1 – Project Administration, Preliminary Investigations and FDEP Permitting (Lump Sum)**

- Task 1.1 Project Kickoff and Coordination
- Task 1.2 Analysis and Planning
- Task 1.3 Basis of Design Report and 30% Design Drawings
- Task 1.4 Application for FDEP Permit Modification

## **Part 2 – Bid Package No.1 Design and Bid Support**

- Task 2.1 Detailed Design of Bid Package No. 1
- Task 2.2 Bid Support
- Task 2.3 Services During Construction (Bid Package No. 1)
- Task 2.4 Operational Testing and Permitting

## **Part 3 – Bid Package No. 2 Design, Permitting and Bid Services**

- Task 3.1 Detailed Design of Bid Package No. 2
- Task 3.2 Bid Support
- Task 3.3 Assessment and Design of Existing Outfall
- Task 3.3 Supplemental Services Allowance.

A description of the work to be accomplished in each of the three tasks is presented on the following pages.

## **PART 1 – PROJECT ADMINISTRATION, PRELIMINARY INVESTIGATIONS AND FDEP PERMITTING (Lump sum)**

### **TASK 1.1 - PROJECT KICKOFF AND COORDINATION**

Project kickoff and coordination activities include the following subtasks:

#### **Subtask 1.1.1 - Project Kick-Off Meeting**

Consultant shall prepare for and lead a project kick-off meeting with City staff to review the goals and objectives of the project, to establish lines of communication between City staff and the Consultant's project team, and to identify the operating data and other information needed by the Consultant to begin work on the project. Consultant shall prepare and submit a data request to review with City staff at the project kick-off meeting.

*Deliverables: Meeting Agenda, Data Request, Draft and Final Meeting Minutes*

#### **Subtask 1.1.2 - Project Risk and Safety Planning**

Project set-up includes the administrative activities required to start a project, including preparation of a Health and Safety Plan and Risk Register. The City will furnish available copies of its Chlorine Evacuation Plan for the WWTP site.

#### **Subtask 1.1.3 - Project Coordination**

BC will appoint a project manager to be the City's point of contact during the execution of the work. The City will appoint a project manager to be BC's point of contact during the execution of the work and will provide direction to BC. The City's project manager will coordinate involvement of City operations, maintenance, administrative, and engineering

staff. Consultant will manage the work of Consultant's internal staff resources and subconsultants to provide City staff with efficient and responsive service throughout the course of work on this Project. This subtask includes monitoring the level of work completed and coordination of work activities being performed by subconsultants to be reviewed on a conference call with City's project manager on a monthly basis

*Deliverables: Monthly invoices with a summary description of work performed.*

## **TASK 1.2 – ANALYSIS AND PLANNING**

The goal of this task is to provide for initial analyses and investigations to assess technical limitations and requirements to guide the direction of preliminary engineering and expedited permitting activities. The focus of this task is on process hydraulics, electrical requirements, and facilities layout decisions. The permitting of the proposed facilities with FDEP has been identified as a priority. Additionally, limited elements of major proposed piping will be designed and delivered on an expedited basis (refer to Part 2 Tasks) to permit early start of operational testing to meet permit mandated deadlines for the proposed injection wells. Consequently, elements of this task that are needed to support expedited FDEP permitting and development of Bid Package No. 1 will be accelerated. Consultant shall prepare concise documentation of the preliminary findings and applicable recommendations and conduct "standup" reviews with the City to streamline buy-in to key decisions – particularly those of a time-sensitive nature that can impact permitting and Bid Package No. 1 design.

### **Subtask 1.2.1 – Technical Memorandum No.1.2.1, Hydraulics**

Consultant shall study the configuration of the pump station and piping that feeds secondary effluent and water treatment plant (WTP) concentrate to IW-3 and IW-4. Hydraulic evaluations will be completed for the following components of the IW-3 and IW-4 Pump Station:

- Injection well pumping system hydraulics including pump station location, overall injection well hydraulics, wet well configuration, piping system layout, pump type and configuration, potential automatic strainers and potential surge mitigation measures for up to two pump station locations/configurations. Note that the Consultant will not have the benefit of the IW-3 and IW-4 injectivity test results at the time this work is performed. Therefore, the Consultant will make assumptions, with input from the City, regarding the well pressure and flow characteristics based on the historical performance data of existing IW-1 and IW-2. These assumptions will be validated during the detailed design phase of the project using test data from IW-3 and IW-4. This test data is required on or before start of Subtask 3.1.2 – 90 Percent Design.
- The existing effluent flow balancing system for discharge to the existing Deep Injection Wells No. 1 and No. 2 and/or ocean outfall will be assessed to identify alternatives for incorporating the Deep Injection Wells No. 3 and No. 4 effluent disposal pumping system into the overall effluent disposal system from hydraulics and control standpoints.

- IW-3 and IW-4 Pump Station locations and integration into the effluent flow balancing system will be used with hydraulic modelling to determine how to convey 40 mgd of effluent/concentrate flow to the new pump station wet well without negatively impacting upstream hydraulics including the final clarifiers.
- Concentrate will be discharged to a dedicated chamber of the wetwell from which it will be repumped for disposal to IW-3 and IW-4. Historical concentrate operating data and Water Treatment Plant (WTP) membrane buildout capacity will be evaluated to determine range of flows to consider for the concentrate PS design. The concentrate from the existing wet well located south of the Final Clarifier # 4 will be rerouted for discharge to the new concentrate wetwell that is integrated with the proposed pump station wet well. The overall hydraulics of the transmission piping from the WTP to the new concentrate discharge point will be evaluated.
- The capacity adequacy of the existing drain system that receives and conveys screenings blowdown will be evaluated using as-builts of the drain system and injection well pumping system strainer backwash flow rates. Gravity flow and pumping alternatives for conveying backwash water will be assessed and the selected alternative designed.

Alternatives assessed, results, and recommendations will be detailed in the TM. Hydraulic assumptions and limitations will be summarized as will advantages, disadvantages, and risks associated with the alternatives. A recommended pump station location and overall configuration will be presented including a modified process flow diagram integrating the proposed effluent disposal system integrated with the existing. A preliminary partial hydraulic profile of the recommended alternative and results of hydraulic modeling will be provided.

#### **Subtask 1.2.1.1 –Hydraulics Workshop**

Consultant will facilitate a two-hour workshop style meeting with City staff and other Project stakeholders to discuss key findings of the hydraulic analysis, clarify operational constraints and discuss findings that could guide decisions. Consultant will document discussions held and design decisions made in the form of meeting minutes and distribute it electronically to all meeting attendees.

*Deliverable: Meeting minutes*

#### **Subtask 1.2.1.2 – Deliverable No. 1.2.1**

The findings of the hydraulic analysis will be concisely summarized in a technical memorandum with the use of schematics/exhibits and supporting narrative to document assumptions, key alternatives reviewed, findings and recommendations.

*Deliverable: Technical Memorandum No. 1.2.1 will be included as an Appendix to the BODR that will be submitted under Subtask 1.3.1.*

## **Subtask 1.2.2 – Technical Memorandum No.1.2.2, Electrical Service**

Consultant shall analyze and evaluate the existing SRWWTP power supply, and main electrical distribution equipment to plan the addition of the IW-3 and IW-4 pump station electrical loads. The scope under this task includes a review of the capacities of the existing power supply/service, electrical utility transformers, and electrical switchgear. Consultant shall determine the electrical load for new facilities under this project and provide preliminary sizing of new electrical equipment including the standby electrical generation system. Generator configuration, preliminary layout, system integration and control, fuel system storage and delivery requirements, will be presented. Consultant will also evaluate options for the location of new standby generators, locating in the new IW-3 and IW-4 pump station, or locating in a new standalone building. New electrical equipment for the pumping station shall be housed in the new pump station building. This memorandum includes a narrative describing configuration alternatives assessed, benefits and risks of each, and a recommended solution along with a preliminary partial electrical one-line diagram of the recommended solution.

### **Subtask 1.2.2.1 – Electrical Service Workshop**

Consultant will facilitate a two-hour workshop style meeting with City staff and other Project stakeholders to discuss key findings of the analysis of electrical capacity needs, clarify constraints and discuss findings that could guide decisions. Consultant will document the discussions held and design decisions made in the form of meeting minutes and distribute it electronically to all meeting attendees.

*Deliverable: Meeting minutes*

### **Subtask 1.2.2.2 – Deliverable 1.2.2**

The findings of this task will be concisely summarized in a technical memorandum with the use of schematics/exhibits and supporting narrative to document assumptions, key alternatives reviewed, findings and recommendations.

*Deliverable: Technical Memorandum No. 1.2.2 will be included as an Appendix to the BODR that will be submitted under Subtask 1.3.1.*

### **Subtask 1.2.3 –Site Planning**

Following the completion of Technical Memoranda No.1.2.1 and No.1.2.2, Consultant shall prepare a preliminary partial site plan of the recommended solution. Consultant shall also perform a site survey and geotechnical investigation under Subtask 1.2.3.1 and Subtask 1.2.3.2 as described below.

### **Subtask 1.2.3.1 – Surveying Services**

Surveying services will include the following:

- Existing conditions survey to confirm the location and dimensions of existing buildings, vaults, hydraulic control points, and other structures within the proposed Project area, as well as visible yard piping and other above ground features such as power poles, etc. The locations and approximate dimensions of existing access roads, parking areas, and sidewalks within the Project area will also be identified.
- Physical and topographic survey of the proposed new pump station and wet well site, defining physical and topographic features in areas of proposed construction.
- Physical and topographic surveys along proposed routes for pipeline and electrical duct banks including FPL power if required.
- Soft-dig explorations where the locations of underground pipelines, duct banks, or other infrastructure is critical to the layout and design of new facilities. Recent survey data obtained within the last two years will be used to the extent feasible. A total of up to 50 soft digs have been assumed in this Scope of Work and will be provided by the survey subconsultant, Gibbs Land Surveyors

*Deliverables: Signed and sealed physical, topographic and sub-surface surveys*

### **Subtask 1.2.3.2 – Geotechnical Investigations**

Consultant will perform a geotechnical investigation of the area where the pump station, wet well, and generator building are to be located. The geotechnical investigation of this area will consist of six Standard Penetration Test (SPT) borings to a depth of 40 feet or refusal, with laboratory testing of soil samples taken at appropriate intervals to make recommendations for the design of a foundation for the new structures. The SPT boring locations will be identified by the Consultant.

As part of this subtask, Consultant will also provide ground penetrating radar (GPR) surveys to assist in defining the locations of underground infrastructure in areas proposed for pipeline and electrical ductbank routing or other construction. The GPR transects to be investigated will be defined in cooperation with City staff. A total of five days of GPR crew time has been assumed in this Scope of Work and will be provided by the geotechnical subconsultant, Nutting Engineers

The results of the geotechnical investigation will be documented in a geotechnical report.

*Deliverable: Geotechnical report*

### **Subtask 1.2.3.3 – Preliminary Site Layout**

Consultant shall prepare a preliminary site layout of the proposed facilities and major piping. It is assumed that site plan approval through the City's development review process is not required to complete this task. The preliminary site plan will be prepared assuming the pump station, electrical gear and standby generators will be housed in one building and will further develop the existing layout concept for the facility. The primary objective is to refine the footprint and location of major facilities as well as the net impact to the site impervious area in order to facilitate expedited permitting (subsequent task). A concise Technical Memorandum (No. 3) will be prepared and submitted to document the recommended site layout.

*Deliverable: Preliminary Site Layout*

### **Subtask 1.2.3.4 – Site Planning Review Meeting**

Consultant will participate in one meeting with City staff and other Project stakeholders to discuss key findings of the proposed site plan, clarify constraints and discuss findings that could guide decisions. Consultant will document the discussions held and design decisions made in the form of meeting minutes and distribute it electronically to all meeting attendees.

*Deliverable: Meeting Minutes.*

## **TASK 1.3 - 30 Percent Design Development (BODR and Drawings)**

Consultant will develop the Basis of Design Report (BODR) for the Project, including the intended location and configuration of new pumping system, including structures, standby generators, fuel storage facilities, piping and equipment. The BODR will address criteria for key elements of the project across multiple disciplines and serve as the basis for freezing design decisions that can impact the project direction. Additionally, the BODR will incorporate elements of the design developed on an expedited basis to support FDEP permitting (see Task 1.4) and design of Bid Package No. 1. Deliverables for this task will consist of Draft and Final BODR documents and 30 percent design drawings.

The BODR will include the following:

- General construction sequencing
- General process-mechanical design criteria such as equipment process requirements, equipment counts, pump head and flow requirements, expected total horsepower, duty/ standby, and power redundancy requirements. Wet-well storage, pipe sizing, and critical hydraulic elevations will also be documented.
- General structural design criteria such as construction materials types, code requirements, wind loads, and important structural/geotechnical design issues identified such as presence of groundwater.

- General architectural design criteria such as code requirements, noise/height restrictions, separation requirements, hazard classification analysis, ingress and egress summary, ADA requirements, and construction materials summary.
- General civil design criteria such as drainage design requirements, flood elevation design requirements and sea level rise vulnerability (based on information provided by the City), access/egress requirements, impervious site impacts, requirements by local authority having jurisdiction, construction staging areas, and survey datum basis.
- General electrical design criteria such as switchgear and MCC voltage, configuration, and standby power requirements.
- General instrumentation and controls design criteria such as overall control system philosophy to support operational requirements for new systems.
- General construction management criteria such as preliminary construction schedule, preliminary estimate of probable construction cost report (AACE Class 4), and discussion of construction sequencing and constructability challenges.
- Preliminary list of drawings and technical specifications for the Project.
- Preliminary list of permits and permit requirements
- Preliminary design drawings, including:
  - General drawings, including cover sheet, general notes, legend/abbreviations, preliminary partial process flow diagram, hydraulic profile, and site plan
  - Civil drawings, including preliminary site layout of the new building location, roadways, and construction staging areas; preliminary paving, grading and drainage plans and preliminary yard pipe routing
  - Process Mechanical drawings, including layouts and dimensions for pumps and piping, standby generators and fuel system, and standard mechanical detail sheets
  - Structural drawings to include subgrade preparation requirements and foundation design for new building(s); structural plans, and major sections showing slab and wall dimensions; preliminary expansion joint locations; major interfaces with existing structures.
  - Architectural drawings to include preliminary floor plans, roof plans, elevation views, and life safety plans for new building(s).



- Building Mechanical (HVAC and Plumbing) drawings, including layouts and dimensions for major equipment and piping for new building(s)
- Electrical drawings showing preliminary layout of electrical duct banks; preliminary sizing of switchgear, standby generator(s), and motor control equipment in electrical rooms or buildings.
- Instrumentation drawings including Process and Instrumentation Diagrams, locations of new SCADA PLCs cabinets; preliminary equipment numbering/tagging; preliminary network and communications drawings

#### **Subtask 1.3.1 – Draft 30% Design Documents**

Consultant will document the results of work performed in Task 1.3 above in the form of a Draft BODR and Preliminary Design Drawings. Five hard copies and one electronic copy (PDF format) of the Draft BODR and Preliminary Design Drawings will be submitted to City staff for review.

*Deliverable: Draft BODR and 30% Design Drawings*

#### **Subtask 1.3.2 – Review Workshop and Design Freeze Memo**

Consultant shall prepare for and lead a half-day design review workshop with City staff and other stakeholders following submittal of the Draft BODR and preliminary design drawings. The purpose of the workshop is to review and discuss staff comments on the design work accomplished to date and to obtain input regarding design work to be performed for the next design submittals. Consultant will document the discussions held and design decisions made at the workshop. Once the 30 percent design is reviewed by the City and comments are addressed, the design will progress based on the approved 30 percent design. “Design Freeze” is a change control procedure used to ensure that approved design decisions following the 30 percent design review workshop are not changed without the express written direction of the City in agreement with the Consultant. Documentation of decisions emerging from the review workshop will be the final deliverable for this task. Agreed on design changes will be reflected in the next detailed design submittal for the proposed improvements.

*Deliverable: Meeting minutes*

#### **TASK 1.4 – Application for FDEP Permit Modification**

Permitting of the proposed improvements is anticipated to be completed in time to support an early start of the construction of major piping and wellhead improvements required to support Operational Testing within a timeframe mandated for compliance with the Permit to Construct IW-3 and IW-4. Consequently, the permit application for the integrated project will be prepared and submitted on an expedited basis. This task will coordinate with previous tasks under Part 1 to consolidate data necessary to support permitting.

#### **Subtask 1.4.1 – Preparation and Submittal of FDEP Permit Application**

Consultant will prepare an application for modification of the existing FDEP permit (Permit Number FL0026255, File Number FL0026255-025-DW1P) to allow for construction of the proposed improvements. It is noted that the comprehensive BODR for the overall project will not be available prior to submittal of the permit application. Consequently, a concise summary of the design basis and associated system that are pertinent to FDEP's review will be prepared to support the permit application. Elements of the system that are anticipated to be conceptually developed include:

1. Pump selection and design criteria (concentrate and effluent pumps)
2. Wellhead arrangement including flow metering and surge control
3. Concentrate integration and approach to isolate from existing IW-1 and IW-2
4. Dual zone monitoring well sampling/return flow arrangement
5. Configuration for managing the discharge of peak flows to the outfall
6. Hydraulic profile
7. Major piping and site layout

#### **Subtask 1.4.2 – Respond to Requests for Additional Information**

Consultant will respond to any technical questions or comments from FDEP during review of the application for permit modification. Any design modifications resulting from FDEP's review will be incorporated into the final design documents in Task 6.

*Deliverables: Permit application and supporting documentation for FDEP permit modification and revised design documents*

### **PART 2 – BID PACKAGE NO.1 DESIGN AND BID SUPPORT**

Early start of operation of the proposed wells is required to achieve a key permitting requirement. Bid Package No. 1 includes the design of elements of the project required to place IW-3 and IW-4 into normal operation prior to the construction of the proposed pump station and associated system. This phase includes the design and bidding of required project elements. Construction phase support services and subsequent operational testing and permitting will be separately authorized. It is anticipated that construction will occur in parallel with ongoing well drilling activities (separate contract) and must be closely coordinated to facilitate timely implementation of project elements included in Bid Package No.1. Elements of the overall project included are:

1. Tie-in and piping from the discharge of the existing pump station to IW-3 and IW-4
2. Wellheads and associated systems including flow metering, pressure monitoring, sampling pump system and surge protection for IW-3, IW-4, and DZMW-2
3. A small lift station will be included to repump sampling waste from the DZMW to the pump suction. .

### **Task 2.1 - Detailed Design of Bid Package No. 1**

Consultant will develop detailed design for noted project elements. Specific activities include:

#### **Subtask 2.1.1 - Design Development**

Consultant shall prepare design documents for the proposed system elements. This subtask includes the preparation of design drawings and specifications as well as two "over the shoulder" review meetings as the design progresses. The design will be coordinated with FDEP permitting, hydraulic analysis and BODR development (other tasks) where the technical requirements will be established. Review meetings will facilitate coordination and confirmation of arrangement with City's staff.

#### **Subtask 2.1.2 - Final Design Development**

Consultant will make final modifications to the Bid Package No. 1 design, as required, and will review the Technical Specifications for consistency with the City of Hollywood's front-end documents and bid schedule. Consultant will prepare six (6) hard copy sets of the 100 percent design documents and one (1) electronic copy on CD. Six sets of half size (11"x17") drawings will be provided.

#### **Subtask 2.1.3 - Bid Documents**

Consultant will assist the City of Hollywood with preparation of a project description, scope of work and bid form for incorporation into the advertisement for bid and the contract documents.

#### **Subtask 2.1.4 - Estimate of Probable Construction Cost (EOPCC)**

Consultant shall prepare an EOPCC at the 90 percent design completion level.

*Deliverables: Design review meeting summaries; 100 percent drawings and specifications; bid form; EOPCC*

### **Task 2.2 - Bid Support Services**

Consultant will provide the following limited bidding phase support services following advertisement of the Project by the City of Hollywood:

### **Subtask 2.2.1 - Pre-Bid Meeting**

Attend meeting and describe the project to prospective bidders. The Consultant will be responsible for preparing the meeting agenda, sign-in sheet and meeting minutes.

### **Subtask 2.2.2 - Respond to Prospective Bidder Questions/Clarifications**

Prepare responses to technical questions within 5 business days. Non-technical questions/inquiries will be addressed by the City of Hollywood. The City will post Addenda prepared by consultant.

### **Subtask 2.2.3 - Addenda Assistance**

Prepare response to addenda and revisions to design documents as applicable for technical addendum to the design documents. Issuance of the addenda to prospective bidders will be the responsibility of the City. Consultant will provide conformed drawings.

### **Subtask 2.2.4 - Bid Opening**

Attend bid opening conducted by the City of Hollywood. Bid tabulation and evaluation of the bids will be the responsibility of the Consultant.

### **Subtask 2.2.5 - Recommendation of Contract Award**

Consultant will review the bids and bid tabulation and prepare a written recommendation of award. Consultant will be responsible for checking bidder references.

*Deliverables: Written Clarifications/Addenda, Conformed Documents, Recommendation of Award*

## **Task 2.3 Engineering Services During Implementation of Bid Package No. 1**

This task includes engineering and support services associated with the implementation of Bid Package No. 1. Bid Package No. 1 will be constructed (over an assumed 12-month duration) in parallel with ongoing well drilling and Consultant shall facilitate coordination among contractors and the City's operational staff. The engineering services during the implementation of Bid Package No. 1 is a multi-disciplinary effort and includes not only piping, but:

- Tie-in and piping from the discharge of the existing pump station to IW-3 and IW-4
- Three (3) wellheads and associated systems including flow metering, pressure monitoring, sampling pump system and surge protection for IW-3, IW-4, and DZMW-2
- A small lift station to repump sampling waste from the DZMW to the pump suction.

Construction oversight will be provided on a part-time basis with field observation being limited to certain critical activities (tie-ins, testing, and areas requiring close coordination with well driller's activities). Specific activities to be conducted hereunder include:

1. Conduct Pre-construction Conference - Consultant will prepare for, attend and conduct a pre-construction conference for the Project and will prepare minutes for distribution to the meeting attendees.
2. Shop Drawing Review - Consultant will review shop drawings submitted by the Contractor, maintain a submittal log/record, and transmit copies of reviewed shop drawings to the City staff and the Contractor. It is assumed that there will be 5 shop drawings per Engineer of Record (EOR).
3. Technical Assistance - Consultant will provide technical support during project construction and provide clarifications and interpretation of the Contract Documents (drawings) to resolve design related technical issues or conflicts, which may arise. It is assumed that there will be 8 hours of technical assistance per EOR.
4. Field Observation - Consultant will review daily inspection reports (prepared by City) on a weekly basis and conduct limited onsite observation up to 12 hours per month (i.e., major tie-in at existing injection pump station, wellhead implementation, and contractor's functional testing of major project components) during Contractor work activities. This task assumes the City will provide daily inspection of construction progress and keep a daily log of activities. City will witness pressure tests.
5. Monthly Progress Meetings - Consultant shall participate in monthly progress meetings and prepare a summary of each meeting. Where appropriate, progress meetings will be scheduled to coordinate with meetings held with the Well Drilling Contractor to facilitate coordination between the two projects.
6. Startup and Utilization Demonstration - Consultant shall facilitate operational coordination, observation and documentation the phased (initially effluent only then effluent/concentrate) startup and commissioning of the constructed improvements for IW-3, IW-4 and DZMW-2. Secondary effluent (and potentially concentrate) shall be discharged to the proposed wells during startup.
7. Substantial and Final Completion Inspections - Consultant will perform site inspections at substantial completion and final completion milestones. Each inspection will be performed with the City representatives with the objective of developing a punch list for deficient work.
8. Record Drawings Review - Consultant will be responsible for reviewing and approving the reconciled record drawings received from the Contractor (signed by the Contractor's surveyor). Consultant review and will sign and seal accepted drawings and submit one set to the FDEP and two hard copy sets to the City (including an electronic file in AutoCAD™ format on a CD).

9. Project Certification and Closeout - Consultant will prepare and submit the required Certificate of Completion. Prepare and submit closeout documentation for required permits.

#### **Task 2.4 – Operational Testing and Permitting**

This task addresses the demonstration of normal operation for a duration acceptable to FDEP followed by the application to FDEP for approval of an Operating Permit for IW-3 and IW-4 and preparation of responses to requests for additional information. During operating testing, a blend of concentrate and effluent will be discharged to the proposed wells. Concentrate will be discharged to the existing effluent chlorine contact basin as currently configured to facilitate integrated disposal with effluent to the proposed wells. Consequently, the existing injection wells (IW-1 and IW-2) will be taken offline and isolated to prevent the disposal of concentrate during this period. This task assumes the City will manage routine operational monitoring, water quality testing and preparation and delivery of operating reports during the operating testing phase. Specific Tasks include:

1. Preparation for Operational Testing Request
  - a. Prepare technical memoranda addressing certification of mechanical integrity, short term injection test data, anticipated operating conditions and demonstration of confinement
  - b. Prepare/summarize test results including water quality (caffeine, sucralose and other water quality parameters), and calibration certificates
  - c. Prepare O&M manual
  - d. Concentrate management plan
  - e. Prepare draft operating permit application
2. Operating Permit Services
  - a. Conduct pre-application meeting
  - b. Prepare permit application together with compiled information
  - c. Respond to requests for additional information and incorporate final review comments
  - d. Attend FDEP draft public notice meeting
  - e. Review notice of Intent to Issue and provide comments to City

## **PART 3 – BID PACKAGE NO. 2 DESIGN, PERMITTING AND BID SUPPORT SERVICES**

### **TASK 3.1 – Detailed Design of Bid Package No. 2**

#### **Subtask 3.1.1 – Additional Surveying Services**

Consultant will refine preliminary design drawings by using additional surveying services. Soft-dig explorations at up to 20 points where the locations of underground pipelines, duct banks, or other infrastructure is critical to the layout and design of new facilities.

#### **Subtask 3.1.2 - 90 Percent Drawings and Specifications**

Consultant will prepare a set of 90 percent complete design documents for review by City staff and other Project stakeholders. The 90 percent design submittal will consist of advanced preliminary design drawings addressing Owner comments from the preliminary design review meeting, technical specifications, an updated OPCC, and a refined construction schedule. In addition to the drawings included in the Preliminary Design Submittal, the 90 Percent Design Submittal shall include:

- General - Cover, index, site plan, location, general notes and legends, process diagrams, construction sequencing diagrams and staging drawings.
- Civil – General notes and legends, existing site plans including utility locations in work areas, proposed site plans, demolition plans, grading and drainage, details, erosion and sedimentation control plans, miscellaneous details, survey control plan, geotechnical boring location.
- Yard Piping – General notes and legends, symbols and legend, existing plans, piping demolition plans, large and small piping plans and profiles, details.
- Architectural – General notes and legends, code summary, life safety plans, building plans, details, building elevations, sections, door schedules, window schedule, louver schedules.
- Structural – General notes and legends, foundation, general layout, roof, details, sections.
- Process Mechanical – General notes and legends, process legend, demolition plans, equipment plans, equipment schedules, process diagrams, general arrangement, plans and sections, miscellaneous details.
- Heating, Ventilation, and Air Conditioning (HVAC) – General notes and legends, general layout, plans, sections, air flow schematics, details.

- Plumbing – General notes and legends, standard details, sections, plan, isometrics and schedules.
- Fire Protection – General notes and legends, plans, sections and schedules.
- Electrical – General notes and legends, electrical site plans, lighting, equipment plans, one-line diagrams, instrumentation and control riser diagrams, plans showing building power, lighting, communications, and grounding, motor control schematics, standby generator(s) and major electrical equipment elevations.
- Instrumentation and Control (I&C) and SCADA – General notes and legends, symbols and identification, network diagram, P&IDs, details.

Consultant will refine the preliminary drawings and develop the technical specifications to the 90 percent completion level described above. Consultant will perform internal QA/QC reviews of the design documents prior to submittal. Six (6) hard copies and one electronic copy of the 90 percent design drawings and specifications will be submitted to City staff for review. Drawings will be provided half size on 11" x 17" sheets.

*Deliverable: 90 percent design drawings and specifications*

### **Subtask 3.1.3 - 90 Percent Opinion of Probable Construction Cost**

Consultant will prepare an updated OPCC based upon the information presented in the 90 percent design documents. The updated OPCC will be developed as a Class 3 estimate as defined by the AACE. Updated costs for major pieces of equipment will be obtained from approved vendors. The updated OPCC will be submitted one week after the 90 percent design submittal.

*Deliverable: OPCC*

### **Subtask 3.1.4 – 90 Percent Design Review Workshop**

Consultant shall prepare for and lead a design review workshop with City staff and other stakeholders following submittal of the 90 percent design documents. The purpose of the workshop is to review and discuss City staff and stakeholder comments on the design work accomplished to date. Consultant will document the discussions held and design decisions made at the workshop in the form of a comment log and distribute it electronically to all attendees.

*Deliverable: Comment log*



### **Subtask 3.1.5 – Permitting Assistance**

Consultant will submit permit documents to FDEP's Southeast District Office, Broward County Environmental Protection and Growth Management (BCEPGM) Department and the City of Hollywood Building Department for permit reviews of the proposed improvements. The City of Hollywood will furnish existing permits for the City and be responsible for payment of all permit application fees. Anticipated permitting review/development activities include:

1. Wastewater Treatment Plant Modification – FDEP (included in Task 1.4)
2. Emissions/Air Quality – FDEP/BCEPGM (anticipate Air General Permit authorization by rule per FAC 62-210.310(4)(b))
3. Fuel Storage – BCEPGM (BC to review requirements; Contractor to pull permit)
4. Stormwater/Drainage Permit Modification – SFWMD or delegated agency
5. Building Department Review - City of Hollywood

### **Subtask 3.1.6 – City of Hollywood Building Department Review**

Consultant will seek a code compliance review of the Project design from the City of Hollywood Building Department. Consultant will prepare the permit application form(s) and coordinate with Building Department officials to calculate the applicable permit fee for the Project. This subtask assumes one pre-application meeting will be held with the Building Department with structural, architectural, and electrical design disciplines present at the meeting. Following receipt of comments from the Building Department, up to three additional discipline-specific meetings will be held to clarify the reviewers' comments and to discuss design changes needed to resolve them. Consultant will incorporate the appropriate design revisions into the design documents and resubmit to the Building Department until all design-related comments have been cleared.

*Deliverables: City of Hollywood Building Permit application forms and revised design documents*

### **Subtask 3.1.7 - Final Design Documents**

Following review by FDEP and the City of Hollywood Building Department, Consultant will incorporate the required design modifications and prepare 100 percent signed and sealed design documents suitable for bidding.

Consultant will make final modifications to the Project design, as required, and will review the Technical Specifications for consistency with the City of Hollywood's front-end documents and bid schedule. Consultant will prepare six (6) hard copy sets of the 100 percent design documents and one (1) electronic copy on CD. Six sets of half size (11"x17") drawings will be provided.

*Deliverables: 100 percent drawings and specifications*

#### **Subtask 3.1.8 - Bid Documents**

Consultant will assist the City of Hollywood with preparation of a project description, scope of work and bid form for incorporation into the advertisement for bid and the contract documents.

*Deliverable: Bid Form.*

### **TASK 3.2 – Bid Support**

Consultant will provide the following limited bidding phase support services following advertisement of the Project by the City of Hollywood:

#### **Subtask 3.2.1 - Pre-Bid Meeting**

Consultant will attend a pre-bid meeting with City of Hollywood staff to describe the Project to prospective bidders and to participate in a tour of the Project site. The Consultant will be responsible for preparing the meeting agenda, sign-in sheet and meeting minutes.

#### **Subtask 3.2.2 - Bidder Questions/Clarifications**

Consultant will prepare responses to technical questions from prospective bidders. Bidder questions will be documented in writing. Timely responses (within 5 working days) to technical questions will be provided by the Consultant in writing. Non-technical questions/inquiries will be addressed by the City of Hollywood and will be included in the addendum prepared by Consultant. City will post Addenda prepared by consultant

#### **Subtask 3.2.3 - Addenda Assistance**

Consultant will prepare response to addenda and revisions to design documents as applicable for technical addenda to the design documents during the bidding process for submittal to the City of Hollywood. Issuance of the addenda to prospective bidders will be the responsibility of the City.

*Deliverables: Revised design documents;*

#### **Subtask 3.2.4 - Bid Opening**

Consultant will attend the bid opening conducted by the City of Hollywood. Bid tabulation and evaluation of the bids will be the responsibility of the Consultant.

#### **Subtask 3.2.5 – Recommendation of Contract Award**

Consultant will review the bids and bid tabulation prepared by the City and prepare a written recommendation of award. If re-bid is required, the level of effort will be compensated under the Supplemental Services Allowance.

*Deliverable: Recommendation of Award*

### **Subtask 3.2.6 – 100 Percent Design for Construction Submittal (Conformed)**

The Design Consultant will prepare the 100 Percent Design for Construction (Conformed) submittal. The 100 Percent for Construction Submittal modify the 100 Percent for Bidding submittal to reflect the changes made as part of the addenda issued during the bidding period.

Six sets of half size (11"x17") drawings will be provided.

*Deliverables: Final (Conformed Drawings and Specifications)*

### **TASK 3.3 – Assessment and Design of Existing Outfall**

A compliance status review meeting was held with FDEP on February 6th, 2020 during which FDEP staff identified the need to implement modifications to the existing outfall to provide for the installation of check valves that will prevent the accumulation of silt during extended periods of inactivity. Additionally, it was noted that the development of a maintenance plan to maintain the operational readiness and capacity of the outfall will be required. The outfall being located in the open ocean under approximately 90 feet of water will require specialized expertise to survey and determine the appropriate design requirements. Key considerations to be addressed are anticipated to include:

- Review existing available information that pertains to the existing outfall
- Develop appropriate health and safety protocols for conducting required work
- Inspection to characterize existing condition of the outfall diffuser ports
- Conduct survey to define the configuration and layout of the outfall
- Select appropriate check valves that are suitable for the environmental conditions
- Develop a hydraulic model (including field testing and data collection) of the existing effluent pump station and outfall system to assess the impact of recommended check valves on effluent disposal capacity
- Prepare design documents for the installation of the check valves
- Update operating protocols for the maintenance of the outfall system

The existing outfall has been in service for several decades in a marine environment and the condition of its existing diffusers to which the proposed check valves must attach is unknown. Consequently, the design requirements, and associated level of effort, may not be determined until an assessment of existing conditions is completed. Therefore, an allowance of \$200,000 is established that will be utilized on an as-needed basis to conduct work subject to the availability of adequate funding.

#### **TASK 3.4 – Supplemental Services Allowance**

This Scope of Work includes a Supplemental Services Allowance. This allowance may be used by the City to authorize the Consultant to perform work that is not expressly detailed in Tasks 1 to 3 or otherwise excluded in the Scope of Work Assumptions. Examples of additionally work that may be authorized by the City includes, but is not limited to field investigations; and design modifications to address supplemental requirements. Design modifications could include a modification from Tier 2 emission standards which are assumed in this scope of work to Tier 4 emission standards if required by FDEP.

Upon written request by the City, Consultant shall prepare a proposed scope of work and fee for the supplemental services. City shall review, and if acceptable provide written authorization to Consultant. Consultant shall not perform services under the Supplemental Services Allowance, nor request compensation for service performed under this allowance, without the express written authorization from the City. City shall not authorize work under the Supplemental Services Allowance that exceeds the budget without a written amendment.

#### **SCOPE OF WORK ASSUMPTIONS**

1. Selections made by the City and documented in Technical Memoranda 1, 2 and 3 shall be incorporated in the Basis of Design Report.
2. One pump station shall be designed to include the pumping equipment and associated electrical equipment. No architectural renderings are included. No noise abatement measures are included.
3. The design intent is to provide a generator room as a part of the new pumping station or to provide a nearby building separate. Standby power systems are assumed to be required to meet Tier 2 emissions standards. If additional, local requirements dictate that higher Tier 4 standards are required, supplemental design requirements that will be funded from Task 3.3, Supplemental Services. Generator switchgear and controls will be installed in the pumping station electrical room.
4. Existing IW-1 and IW-2 pump station hydraulic integration will be evaluated, and recommended improvements will be incorporated into the design; however, the proposed design does not include an assessment or improvement of the existing pump station.
5. Consultant will conduct an investigation of subsurface utility locations and will rely upon the accuracy of record drawings provided by the City to determine the locations

of areas that will be the focus the investigation. Inaccuracies or errors in record drawings (e.g. infrastructure not shown) supplied by the City could result in additional design and construction costs.

6. The scope of work assumes existing systems (including communications networks) that are to be utilized, added to and/or modified are in good working condition.
7. Consultant will perform a visual condition assessment of the existing main electrical service entrance equipment and switchgear under Subtask 2.2, TM No.2 Electrical Service. No testing will be provided under this task. No other condition assessments will be provided by Consultant. Consultant will rely upon the accuracy of record drawings provided by the City for the evaluation of the electrical distribution systems related to new capacity/load requirements for the new pump station.
8. Design to replace/improve existing aging mechanical, electrical, and controls equipment/conduit/wiring not related to the new facilities as described in this scope of work is not included.
9. Electrical ductbank routing will be depicted on site plans. No other electrical conduit routing will be shown on the drawings. Ductbanks will be shown in plan only..
10. Conduit and cable will be shown on single lines, riser diagrams and plans sheets..
11. One new electrical room is to be provided in the new pump station building; no other electrical or control rooms are to be provided. Electrical room will house all new electrical and controls systems.
12. If a new FPL service is required per Subtask 2.2, FPL furnished details/requirements to extend electrical service to the site are to be generally shown in plan and noted. Should the proposed feed require additional survey/subsurface investigation beyond the primary project area, additional survey/civil requirements will be funded from supplemental services (Task 3.3).
13. Contractor will be required to coordinate and provide systems required by FPL for new service.
14. No existing PLC-based control system / SCADA system software or hardware upgrades are included in this scope of work.
15. Consultant will provide typical electrical motor control schematic diagrams. Contractor will provide detailed schematics.
16. Existing communication networks (SCADA and/or instruments) are to be utilized; no new network design is included in this scope of work.
17. Design of CCTV, access control, and security systems are not included.

18. Pipe supports will be designed for critical large diameter piping. Contractor will provide pipe routing and supports for small diameter piping.
19. A transient analysis will be conducted on the proposed pressure pipe routing for IW-3 and IW-4 pump discharge. A transient analysis will be conducted on the IW-1 and IW-2 pump discharge only if modifications are designed for the piping.
20. IW-3 and/or 4 injectivity testing data will be available prior to submittal of the 90% design to confirm the expected pump discharge rate and pressure.
21. No on-site storage or backup supply measures are required to deliver concentrate to the proposed IW systems to comply with regulatory requirements.
22. Engineer's standards for specifications and drawings will be followed for production of the Design Documents.

This scope assumes the concentrate piping from the WTP to the WWTP is adequately sized to transmit 100% of the concentrate flow to the new discharge location at the proposed effluent PS. Design modifications of the existing transmission system are not included within this scope of work.

23. It is assumed that the existing injection well pumping system piping, valves, controls and equipment are in good working condition such that replacement is not required under this project for integration of the two pumping systems under this project.
24. Meeting minute summaries will be provided within 1 week of the meeting date. If comments are not received on the draft summaries within 1 week of receipt, the summaries will become final
25. The Draft TMs will be submitted at least 1 week prior to a planned project meeting. The Final TMs will be submitted with the BODR as an appendix which will incorporate the major decisions made at the project meeting.
26. It is understood that a resiliency document is being prepared by others. It is assumed that the work of others will include the established finished floor elevation for the site. It is assumed that this document will be provided with the notice to proceed. If not received prior to BODR finalization a decision on the elevation will be made with the City.
27. Generator Air Emissions Permitting. The new generators associated with the pump station will require air emissions permitting under the Title V program. Design Consultant will prepare an application for a preconstruction air permit in accordance with Florida regulations and procedures.
28. It is assumed that the construction of Bid Package No. 1 will last 12 months. The engineering services during construction for this bid package is based on this length of construction. The City will conduct daily inspection of construction progress.

29. It is assumed that operational permitting and testing for the wells will last 12 months. The operational permitting and testing for this bid package is based on this length of time.
30. City shall furnish electronic copies of pertinent sections (existing effluent pump station, injection well system, outfall) of its existing O&M manual.
31. The schedule provided with this scope of work does not include the time required for the construction of Bid Package No. 2.

## **Exhibit B**

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

Total compensation to Consultant for the Scope of Services described in Exhibit A will be the lump sum amount of \$4,246,570

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

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



## **Exhibit C**

### **Milestone Schedule Deep Injection Wells No. 3 and No. 4 Pump Station Project No. 19-9119A City of Hollywood Department of Public Utilities**

Brown and Caldwell estimates that the Scope of Services described in Exhibit A will require about 42 months to complete final design and prepare bid documents, recognizing the time required for formal design reviews with City staff. This includes the construction and operational testing for Bid Package No. 1, but does not include the construction for Bid Package No. 2. A projected interim milestone completion schedule is provided in the attached schedule. Note that durations shown in the schedule are working days.

**EXHIBIT B-1**

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

Description	Amount
Direct Labor Costs	\$ 3,972,115
Subcontracts and Other Direct Costs	\$ 274,455
Total Fee	\$ 4,246,570

CITY OF HOLLYWOOD  
DEEP INJECTION WELLS No. 3 AND No. 4 PUMP STATION PROJECT No. 19-0112A[illegible]

S.E. & SON Design for Commercial Submittal (Continued)		2		4		6		8		10		12		14		16		18		20		22		24		26		28		30		32		34		36		38		40		42		44		46		48		50		52		54		56		58		60		62		64		66		68		70		72		74		76		78		80		82		84		86		88		90		92		94		96		98		100		102		104		106		108		110		112		114		116		118		120		122		124		126		128		130		132		134		136		138		140		142		144		146		148		150		152		154		156		158		160		162		164		166		168		170		172		174		176		178		180		182		184		186		188		190		192		194		196		198		200		202		204		206		208		210		212		214		216		218		220		222		224		226		228		230		232		234		236		238		240		242		244		246		248		250		252		254		256		258		260		262		264		266		268		270		272		274		276		278		280		282		284		286		288		290		292		294		296		298		300		302		304		306		308		310		312		314		316		318		320		322		324		326		328		330		332		334		336		338		340		342		344		346		348		350		352		354		356		358		360		362		364		366		368		370		372		374		376		378		380		382		384		386		388		390		392		394		396		398		400		402		404		406		408		410		412		414		416		418		420		422		424		426		428		430		432		434		436		438		440		442		444		446		448		450		452		454		456		458		460		462		464		466		468		470		472		474		476		478		480		482		484		486		488		490		492		494		496		498		500		502		504		506		508		510		512		514		516		518		520		522		524		526		528		530		532		534		536		538		540		542		544		546		548		550		552		554		556		558		560		562		564		566		568		570		572		574		576		578		580		582		584		586		588		590		592		594		596		598		600		602		604		606		608		610		612		614		616		618		620		622		624		626		628		630		632		634		636		638		640		642		644		646		648		650		652		654		656		658		660		662		664		666		668		670		672		674		676		678		680		682		684		686		688		690		692		694		696		698		700		702		704		706		708		710		712		714		716		718		720		722		724		726		728		730		732		734		736		738		740		742		744		746		748		750		752		754		756		758		760		762		764		766		768		770		772		774		776		778		780		782		784		786		788		790		792		794		796		798		800		802		804		806		808		810		812		814		816		818		820		822		824		826		828		830		832		834		836		838		840		842		844		846		848		850		852		854		856		858		860		862		864		866		868		870		872		874		876		878		880		882		884		886		888		890		892		894		896		898		900		902		904		906		908		910		912		914		916		918		920		922		924		926		928		930		932		934		936		938		940		942		944		946		948		950		952		954		956		958		960		962		964		966		968		970		972		974		976		978		980		982		984		986		988		990		992		994		996		998		1000		1002		1004		1006		1008		1010		1012		1014		1016		1018		1020		1022		1024		1026		1028		1030		1032		1034		1036		1038		1040		1042		1044		1046		1048		1050		1052		1054		1056		1058		1060		1062		1064		1066		1068		1070		1072		1074		1076		1078		1080		1082		1084		1086		1088		1090		1092		1094		1096		1098		1100		1102		1104		1106		1108		1110		1112		1114		1116		1118		1120		1122		1124		1126		1128		1130		1132		1134		1136		1138		1140		1142		1144		1146		1148		1150		1152		1154		1156		1158		1160		1162		1164		1166		1168		1170		1172		1174		1176		1178		1180		1182		1184		1186		1188		1190		1192		1194		1196		1198		1200		1202		1204		1206		1208		1210		1212		1214		1216		1218		1220		1222		1224		1226		1228		1230		1232		1234		1236		1238		1240		1242		1244		1246		1248		1250		1252		1254		1256		1258		1260		1262		1264		1266		1268		1270		1272		1274		1276		1278		1280		1282		1284		1286		1288		1290		1292		1294		1296		1298		1300		1302		1304		1306		1308		1310		1312		1314		1316		1318		1320		1322		1324		1326		1328		1330		1332		1334		1336		1338		1340		1342		1344		1346		1348		1350		1352		1354		1356		1358		1360		1362		1364		1366		1368		1370		1372		1374		1376		1378		1380		1382		1384		1386		1388		1390		1392		1394		1396		1398		1400		1402		1404		1406		1408		1410		1412		1414		1416		1418		1420		1422		1424		1426		1428		1430		1432		1434		1436		1438		1440		1442		1444		1446		1448		1450		1452		1454		1456		1458		1460		1462		1464		1466		1468		1470		1472		1474		1476		1478		1480		1482		1484		1486		1488		1490		1492		1494		1496		1498		1500		1502		1504		1506		1508		1510		1512		1514		1516		1518		1520		1522		1524		1526		1528		1530		1532		1534		1536		1538		1540		1542		1544		1546		1548		1550		1552		1554		1556		1558		1560		1562		1564		1566		1568		1570		1572		1574		1576		1578		1580		1582		1584		1586		1588		1590		1592		1594		1596		1598		1600		1602		1604		1606		1608		1610		1612		1614		1616		1618		1620		1622		1624		1626		1628		1630		1632		1634		1636		1638		1640		1642		1644		1646		1648		1650		1652		1654		1656		1658		1660		1662		1664		1666		1668		1670		1672		1674		1676		1678		1680		1682		1684		1686		1688		1690		1692		1694		1696		1698		1700		1702		1704		1706		1708		1710		1712		1714		1716		1718		1720		1722		1724		1726		1728		1730		1732		1734		1736		1738		1740		1742		1744		1746		1748		1750		1752		1754		1756		1758		1760		1762		1764		1766		1768		1770		1772		1774		1776		1778		1780		1782		1784		1786		1788		1790		1792		1794		1796		1798		1800		1802		1804		1806		1808		1810		1812		1814		1816		1818		1820		1822		1824		1826		1828		1830		1832		1834		1836		1838		1840		1842		1844		1846		1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**EXHIBIT B-3**  
**OTHER DIRECT COSTS SUMMARY**

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

	UNIT	NO. OF UNITS	UNIT COST	TOTAL COST
1.0 COPYING AND PRINTING				
COPIES 8.5x11	PAGES	24,000	\$ 0.10	\$2,400
COPIES 11x17	PAGES	14,000	\$ 0.20	\$2,800
COPIES 22x34	PAGES	7,000	\$ 1.80	\$12,600
2.0 MAILING - FED EXPRESS	UNIT	0	\$ 20	\$0
3.0 TRAVEL	LS			\$20,000
<b>SUBTOTAL OTHER DIRECT COSTS</b>				<b>\$37,800</b>
4.0 SUBCONTRACTS				
METCO SOUTHEAST (HVAC / Plumbing)	LS			\$145,965
McNABB HYDROGEOLOGIC CONSULTING	LS			\$48,100
GIBBS LAND SURVEYORS	LS			\$28,940
NUTTING ENGINEERS, (geotech)	LS			\$13,650
<b>SUBCONTRACTS SUBTOTAL</b>				<b>\$236,655</b>
<b>TOTAL ODCS</b>				<b>\$274,455</b>



January 30, 2020

REV-1

Brown & Caldwell  
2333 Ponce DeLeon Blvd.  
Coral Gables, FL 33134

Attn: Ms. Marie Burbano, Ph.D., PE, BCEE

Re: City of Hollywood – Deep Injection Wells No. 3 and No. 4 Pump Station  
Scope of Services and Level of Effort

Dear Ms. Burbano:

Pursuant to your request, Metco Southeast, LLC (METCO) is pleased to submit our proposed Scope and Level of Efforts (REV-1) for the above referenced Project as below:

#### SCOPE OF SERVICES

METCO will provide the following Design Engineering and Bidding Assistance Services for Pump Station Building Mechanical System, including Plumbing, HVAC, and Fire Protection.

- Design complete HVAC system for the Injection Well Pump Station
- Design combustible gas monitoring and fire and smoke detection systems
- Design complete building plumbing system and process related plumbing system, including eyewash showers.
- Floor drains to allow for process fluid drainage and prevent back flooding
- Design Fire Protection for the new pump station and Generator Room in accordance with applicable Code requirements.

#### LEVEL OF EFFORTS

Our estimated Level of Efforts to perform the Design and Bidding Assistance Services will be in the amount of \$145,965 (One Hundred Forty-two Thousand Nine Hundred and Sixty Five Dollars). The detailed breakdown of our level of efforts for various task is attached.

#### SCHEDULE

All tasks will be performed consistent with the overall schedule of the project for each phase.

We appreciate this opportunity and we look forward to working with you on this project. In the meantime, should you need additional information, please feel free to contact the undersigned at (313) 683-2916

Sincerely,

Metco Services Southeast, LLC.

Rajaram Vijayendran, PE  
General Manager

**Doral**  
3785 NW 82<sup>nd</sup> Ave.  
Suite 314  
Doral, FL 33178  
Tel: 305-599-8404  
Fax: 305-599-8841

**Fort Lauderdale**  
800 W. Cypress Creek Road.  
Suite 501  
Fort Lauderdale, FL 33301  
Tel: 954-523-1010  
Fax: 954-523-1020

**West Palm Beach**  
100 S. Dixie Hwy.  
Suite 305  
West Palm Beach, FL 33401  
Tel: 561-653-8223  
Fax: 561-653-8225





4600 Military Trail, Suite 116  
Jupiter, Florida 33458  
Phone: 561-891-0763

January 20, 2020

Ms. Celia Earle, Ph.D.  
Brown and Caldwell  
1560 Sawgrass Corporate Pkwy, Suite 240  
Sunrise, FL 33323

**RE: Proposal for City of Hollywood Injection Wells IW-3 and IW-4 Operational Testing and Operating Permit Assistance**

Dear Ms. Earle:

McNabb Hydrogeologic Consulting, Inc. (MHC) is pleased to submit this proposal for professional operating permitting services associated with the City of Hollywood, Florida proposed injection wells IW-3 and IW-4 at the City's Southern Region Wastewater Treatment Plant. The City has requested the services of Brown and Caldwell, Inc. (B&C) to provide deep injection well operating permitting services. B&C has in turn requested the services of McNabb Hydrogeologic Consulting, Inc. (MHC) to assist with obtaining an operating permit for proposed injection wells IW-3 and IW-4.

The Florida Department of Environmental Protection (FDEP) requires that a new injection well system undergo Operational Testing prior to applying for an operating permit. The purpose of the Operational Testing is to demonstrate that the newly constructed injection well system can be operated in conformance with requirements set forth in Rule 62-528, Florida Administrative Code (FAC). After a period of six months of successful Operational Testing, the City will be eligible to submit an operating permit application for the injection well system.

MHC will prepare a Request for Operational Testing Approval for submittal to FDEP, provide technical assistance during the Operational Testing period, and prepare and submit an operating permit application for injection wells IW-3 and IW-4. You will find a detailed proposed Scope of Services below.

**SCOPE OF SERVICES**

Professional services for obtaining an operating permit for injection wells IW-3 and IW-4 detailed in this Proposal are listed below. Task numbering in this proposal begins with Task 2.4 to be consistent with B&C's task numbering in their proposal to the City.

**Task 2.4 - Operational Testing and Permitting**

This task addresses the demonstration of Operational Testing of the injection well system for a minimum period of six months followed by the application to FDEP for approval of an



Operating Permit for IW-3 and IW-4. During Operational Testing, a blend of concentrate and effluent will be discharged to the proposed injection wells. Concentrate will be discharged to the existing effluent chlorine contact basin as currently configured, to facilitate integrated disposal with effluent to the proposed wells. Consequently, the existing injection wells (IW-1 and IW-2) will be taken offline and isolated to prevent the disposal of concentrate during this period. This task includes preparatory efforts for normal operation, Operational Testing and permit application activities.

#### **Subtask 2.4.1 - Preparation for Operational Testing Request**

Upon completion of the injection well system surface facilities, MHC will prepare a Request for Operational Testing Approval to allow the City to begin operating the new injection well system. Approval from FDEP to begin operational testing of the injection well system is required prior to beginning to operate the system. The Request for Operational Testing will include the following as required by the existing construction permit:

- Technical information and data collected during the construction of the injection well system
- A Technical Memorandum providing a certification of mechanical integrity.
- A Technical Memorandum Results of the short-term injection test with interpretation of the data.
- The anticipated maximum pressure and flow rate at which the well will be operated under normal and emergency conditions.
- Information concerning the compatibility of the injected wastewater with fluids in the injection zone and formation in both the injection zone and the confining zone.
- Draft operation and maintenance manual, including a description of surge and water hammer control and emergency discharge management plan procedures. The emergency discharge system must be fully constructed and operational (ready to operate) prior to approval of operational testing.
- Calibration certificates for pressure gauges and flow meters.
- A Technical Memorandum that provides a demonstration of confinement and definition of the injection and confining sequences utilizing data collected during the drilling, logging and testing of the wells. This submittal will be prepared, signed, and sealed by a Florida Registered Professional Geologist.
- Results of a wastestream analysis for caffeine and sucralose.
- Results of two samples for the monitoring zones of MW-2 for monthly sampling parameters listed in the construction permit.
- A plan to direct reverse osmosis concentrate from the City's water treatment plant to injection wells IW-3 and IW-4 (prepared by B&C).

**Sub-Task 2.4.1 Deliverables:**

Draft Request for Operational Testing Approval

Final Request for Operational Testing Approval

Response to FDEP Request for Additional Information (RAI) associated with the Request for Operational Testing Approval

**Subtask 2.4.2 –Operating Permit Services**

Following completion of six months of Operational Testing, MHC will assist B&C with obtaining an operating permit for injection wells IW-3 and IW-4. This sub-task includes the following:

- Prepare for and lead a pre-application phone meeting with the City, B&C and FDEP Underground Injection Control (UIC) staff. An agenda will be prepared and distributed prior to the meeting.
- MHC will prepare a draft Class I deep injection well operating permit application with supporting information. The permit application will include:
  - A comprehensive well inventory of all wells within the area of review of the deep injection well system. The well inventory will include review of well permitting records at the South Florida Water Management District, Florida Geological Survey (Oil & Gas, and Geologic Investigations sections), United States Geological Survey, and FDEP. Wells identified within the area of review of the injection well system will be identified on an Area of Review Map and information (construction details, well use, permit number) for each well will be summarized on an accompanying table.
  - Maps and cross sections showing the local and regional geology and hydrogeology will be prepared. The cross sections will depict geologic formations and hydrogeologic units, the estimated depth of the Underground Source of Drinking Water (USDW), and the direction of fluid movement within identified USDWs.
  - Documentation of mechanical integrity of the deep injection well system.
  - Tables and graphs of operating data for the injection well and both zones of the dual-zone monitor well. An interpretation of the data will be included with the application supporting information.
  - A proposed injection well system monitoring program.
  - An updated injection well system plugging and abandonment plan with an estimated cost.
  - Demonstration of Financial Responsibility documentation.
- Provide B&C and the City with the draft permit application.
- Incorporate B&C and City draft application review comments and distribute to B&C and the City for final review.

- Incorporate final review comments and distribute the permit application to the FDEP.
- Respond to up to two (2) FDEP request for additional information (RAI) regarding the permit application.
- Review draft permit and provide comments to B&C, the City and FDEP.
- Attend FDEP draft permit public notice meeting (if the public request such a meeting).
- Review Notice of Intent to Issue an operating permit and provide comments to B&C, the City and FDEP.

**Sub-Task 2.4.2. Deliverables:**

Draft operating permit application  
 Final operating permit application  
 Response to FDEP RAIs

**ASSUMPTIONS**

This proposal is based upon the following assumptions:

B&C will serve as the Engineer of Record for the project and provide signed and sealed documents which are specifically required to be signed and sealed by a Florida registered Professional Engineer. Examples of such documents include Certifications of Completion and Record Drawings.

B&C will prepare a plan to direct reverse osmosis concentrate from the City's water treatment plant to injection wells IW-3 and IW-4

**OBLIGATIONS OF OWNER**

To assist meeting schedule and budget estimates contained in this proposal, the OWNER will provide the following:

1. Prompt review and comment on all deliverables.
2. Attendance of key personnel at meetings as requested.

**SCHEDULE**

It is expected that the services outlined in this Task Order will be completed in accordance with the following schedule:

<u>Task</u>	<u>Completion Date</u>
Operational Testing Request	21 days after receipt of all data
Operating Permit Application	7 months after starting operation testing

## COMPENSATION

Professional fees for proposed services will be on a Lump Sum basis per task. The amount of compensation per task is shown on the table below.

### COMPENSATION HOLLYWOOD DEEP INJECTION WELL SYSTEM OPERATIONAL TESTING AND OPERATING PERMIT SERVICES

Task	Hours	Labor Cost	Expenses	Total Cost
2.4.1 – Operational Testing Request	124	\$22,940	\$0	\$22,940
2.4.2 – Operating Permit Services	136	\$25,160	\$0	\$25,160
Total	260	\$48,100	\$0	\$48,100

Approved By:

**Brown and Caldwell, Inc.**

\_\_\_\_\_

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

**McNabb Hydrogeologic Consulting, Inc.**

\_\_\_\_\_

David McNabb, President

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

**McNabb Hydrogeologic Consulting, Inc.****BUDGET SHEET**DATE: 2/7/2020BUDGET PREPARED BY: D. McNabbPROJECT: Hollywood Operational Testing and Operating Permit

PROJECT NO: \_\_\_\_\_

PAGE NO: 1

Task No.	DESCRIPTION	Task Breakdown	TASK HRS	RATE	Subtask Amount	TASK TOTAL
2.4.1	<b>Operational Testing Services</b>		124			\$22,940
	Compile supporting data from well construction	8		\$185.00	\$1,480	
	Mechanical integrity technical memorandum	12		\$185.00	\$2,220	
	Injection testing technical memorandum	12		\$185.00	\$2,220	
	Confinement evaluation technical memorandum	12		\$185.00	\$2,220	
	O&M Manual	80		\$185.00	\$14,800	
2.4.2	<b>Operating permitting services</b>		136			\$25,160
	Prepare permit application	120		\$185.00	\$22,200	
	RAI Responses	8		\$185.00	\$1,480	
	Meetings	8		\$185.00	\$1,480	
<b>TOTAL HOURS/LABOR AS OF:</b>			260		\$48,100.00	\$48,100.00

TOTAL EXPENSES: \$0TOTAL LABOR: \$48,100ESTIMATED TOTAL AMOUNT: \$48,100% EXPENSES OF LABOR: 0.0%

# GIBBS LAND SURVEYORS

2131 HOLLYWOOD BOULEVARD SUITE 204 HOLLYWOOD, FLORIDA 33020  
PHONE: 954-923-7666 FAX: 954-923-7668  
SSEELEY@GIBBSLANDSURVEYORS.COM

January 30, 2020

Marie Burbano, Ph.D, PE, BCEE  
Brown and Caldwell  
mburbano@brwnncald.com

RE: City of Hollywood – South Regional Wastewater Treatment Plant  
Injection Well Pump Station  
Land Survey Services

Dear Ms. Burbano:

We are pleased to submit the following proposal for Professional Land Surveying services on the above referenced project.

## LIMITS OF WORK:

In the proposed Project Area of SRWWTP, being the northeasterly portion of the Plant, where the new pump station and piping are planned.

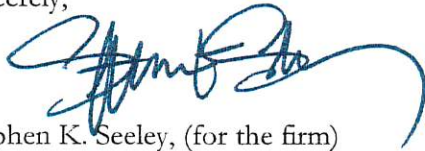
## SCOPE OF WORK

1. Perform a topographic survey in a area of approximately 10 acres in the northernmost open area of the plant, and as shown by your email, locating and identifying all visible existing above-ground and underground utilities (as marked by others) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on North American Vertical Datum of 1988 (NAVD88). Horizontal control data shall be relative to the Florida State Plane Coordinate system, East Zone, North American Datum of 1983/1990 adjustment.
3. Locations of existing facilities above ground, buildings, structures, piping, poles, valves, Roads, walks, parking areas, random elevations of highs and lows.
4. Utility Designating and Soft-dig explorations of up to 20 – as directed by the engineer.
5. NOTE: Subsurface Utility Designates - In general accordance with ASCE Standard 38-02: Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data: A search will be made for the existence and approximate location of subsurface utilities within the project limits. Records research (As-Built), Field investigation using surface geophysical techniques for conductive and non-conductive utilities with tracer wire or tape. Undocumented utilities may exist and may be detected that cannot be identified.

6. The following underground improvements are excluded from this search: Storm sewer pipes and drains, utility vault interiors, manhole interiors, service lines, traffic control loops, street light and signage wiring, irrigation lines, cathodic protection, thrust blocks, septic systems, underground storage tanks, pipes and wiring.
7. Deliverables: AutoCAD files (.dwg files) and .pdf files of survey sheets.

The above SCOPE OF WORK will be performed for a fee of **\$28,940.00**

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen K. Seeley", with a long, sweeping horizontal line extending to the right.

Stephen K. Seeley, (for the firm)



Geotechnical & Construction Materials  
Engineering, Testing, & Inspection  
Environmental Services

Offices throughout the state of Florida

www.nuttingengineers.com info@nuttingengineers.com

September 20, 2018

Revised: January 30, 2020

Brown and Caldwell

Attn: Ms. Marie Burbano, Phd, PE

1475 Centrepark Boulevard/ Ste. 210

West Palm Beach, FL 33401

Phone: 305.704.4434/ Cell: 305.310.8836/ Email: mburbano@brwncald.com

*Palm Beach County SBE*

*SFWMD SBE*

*Small Business Administration SBE  
for Federal Projects*

Re: Proposal/Agreement for Geotechnical Exploration Services  
Southern Regional Wastewater Treatment Plant (SRWWTP)  
1621 N. 14<sup>th</sup> Avenue  
Hollywood, FL

Dear Ms. Burbano:

Nutting Engineers of Florida, Inc. (NE) is pleased to present this proposal/agreement for performing geotechnical engineering services at the referenced project.

Per the email dated September 19, 2018 from Mr. Matthew Schultz of Brown and Caldwell, review of Exhibit A Scope of Services "Deep Injection Well Pump Station Preliminary Design City of Hollywood Department of Public Utilities," the conversation on September 20, 2018 with Mr. Schultz, and our subsequent conversation on January 29, 2020, we understand that plans for this project include constructing two new injection wells (IW 3 and IW 4) and new pumping facilities capable of disposing up to 40mgd of treated effluent. In conjunction with the injection well installation, pump stations and associated underground infrastructure are also proposed for the project. As discussed, the sizes of the pump station buildings are unknown at this time; however, you have requested that at least two test borings be performed per building. No borings are being requested along the piping; however, five days of ground penetration radar (GPR) surveys are requested at areas as identified in the Scope of Work section below.

#### **SCOPE OF WORK**

We propose to perform two Standard Penetration Test (SPT) borings in general accordance with ASTM D-1586 specifications to a depth of 40 feet at each pump station building location. We also propose to perform an estimated five days of GPR surveys (to be performed by Keith, underground utility locaters) to assist in defining the locations of underground infrastructure in areas proposed for pipeline and electrical duct bank routing and pump station buildings. The GPR transects to be investigated will be defined in cooperation with City staff.

Please be advised if the GPR survey is to include services beyond identifying underground infrastructure at the site, the cost could be significantly higher.



At the completion of the on-site work, the soil samples will be returned to our laboratory. We will provide an engineering report including a description of our findings and general site preparation and foundation design recommendations for support of the proposed construction. In order to provide information concerning the engineering properties of the soils encountered, it is anticipated that tests may be performed to determine natural water content, organic content, and sieve analysis on representative soil samples collected from the site. The engineering report will include graphic logs of the test borings and a test boring location plan. We assume the site is accessible to truck mounted drilling equipment and that underground utilities will be cleared by others prior to our performing the on-site work.

#### **FEE SCHEDULE**

The above-indicated scope of work will be performed for an estimated cost of \$13,650.00 based on the following rates and quantities:

Tech. site visit, boring layout, utility clearance	Lump Sum	\$250.00
Mobilization of equipment/crew	1 @ \$250.00	\$250.00
SPT borings* (truck mounted drill rig)	Lump Sum	\$2,000.00 (min)
Casing	Lump Sum	\$650.00
GPR survey	Lump Sum	\$9,000.00
Soil classification/ laboratory analysis	Lump Sum	\$200.00
Project Engineer	Lump Sum	\$1,000.00
Principal Engineer	Lump Sum	\$250.00
Clerical/ Admin. for report preparation	Lump Sum	\$50.00

\*If loose or deleterious soil is encountered it may be necessary to extend the soil boring(s).

#### **Construction Materials Testing (as may be required):**

Pile monitoring - \$65.00/hour  
Proctors - \$150.00/test  
Density tests - \$30.00/test (5 min/trip)  
Concrete cylinders - \$85.00/set  
Trip charge - \$50.00/ea. (if required)  
Bearing capacity completion letter - \$150.00  
Clerical/ Admin. - \$50.00/hour  
Principal Engineer - \$125.00/hour

Once we receive the executed/ signed proposal, project scheduling will commence. The on-site work should take approximately two business days to complete. The geotechnical report should be available within approximately 12 - 15 business days after the on-site work is completed.

NE has been offering geotechnical engineering, environmental sciences, materials testing, and structural inspection services for over 50 years in South Florida and the Treasure Coast during which time we have worked on many similar projects. Our commitment to practical, cost effective solutions supported by responsive client services distinguishes our firm and enables us to solve your most demanding technical challenges.

Our laboratory is checked annually by the Construction Materials Engineering Council (CMEC) and is certified to perform geotechnical engineering and materials testing services for the Florida Department of Transportation (FDOT).

Our sister company, Nutting Environmental of Florida, Inc. (NEF), can assist in your environmental needs. For thirty years, NEF has performed a wide variety of environmental consulting services throughout Florida including Phase I and II environmental site assessments, storage tank removal and tank closure assessments, contamination assessments, design and implementation of remedial action plans (RAP), groundwater monitoring for solid waste and Hazmat permit requirements, assistance with dewatering permitting and much more. NEF can be reached 561-732-7200.

Thank you for providing us the opportunity to present this proposal/agreement. We look forward to working with you on this and future projects.

Respectfully submitted,  
**NUTTING ENGINEERS OF FLORIDA, INC.**

Scott Ersland  
Division Manager

Richard C. Wohlfarth, P.E.  
Principal/ Director of Engineering

Reports and invoices will be addressed to the client as listed below unless other instructions are provided in writing with this executed proposal. The undersigned, as an authorized representative of the entity listed below, approves this proposal and agrees to be bound by the terms and conditions contained in this proposal. Deposit amounts are collected at time of written authorization to proceed. If you are a first-time client, we request that the balance due for these services be paid at the time of report completion. Once your account is established, our terms are net 30 days. Any invoices over 30 days will be assessed a 1 1/2 percent service charge per month until paid in full.

**PLEASE ENTER INFORMATION LEGIBLY BELOW SO IT CAN BE UTILIZED FOR PROJECT SET-UP:**

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

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

SRWWTP Brown Caldwell 1621 N 14 Ave Hollywood geo 1-30-2020

**General Terms and Conditions**

For the purpose of this project, the addressee of this proposal will be known as the Client. The client is expected to furnish NUTTING ENGINEERS OF FLORIDA, INC. ("NE"), with accurate information including sketch of survey and/or site plan, construction drawings/specifications as appropriate, details of proposed construction including the proposed structural system and loads or existing construction problem information and site accessibility information as appropriate. Other information requirements may be detailed in the enclosed proposal. IF ANY CONDITIONS CHANGE such as building layout, loading, project specifications/design, or unusual site conditions are observed, NE should be notified immediately in writing about the changed condition for possible review and comment. Should the Client wish to impose other conditions and requirements beyond those contained in this proposal such as in a separate contract, we reserve the option to modify contract language, fee amounts, to remove our proposal from consideration or other measures as may be indicated.

**Delivery** - Scheduled upon receipt of written authorization to proceed and deposit unless other arrangements are agreed to in writing. Additional report copies can be provided for a nominal fee to the Client. NE will exercise appropriate measures to ensure project completion within a reasonable time frame subject to existing workloads. However, NE will not be held responsible for unavailability of necessary project data and site access within the time frame agreed upon for the investigation. Project delivery may be delayed if the ENTIRE signed proposal and deposit are not received in a timely manner. The ENTIRE signed quotation should be returned along with the requested project information. This unsigned proposal is valid for 60 days.

**Payment** - No deposit required with signed agreement. Balance due upon completion of report. Directing NE to proceed with the work shall constitute acceptance of the terms of NE's proposal and these General Terms and Conditions. Interest at the rate of 18% per annum or the highest rate allowable by law whichever is less, will be added to all amounts not paid within 30 days after date of invoice. All attorney fees and expenses associated with collection of past due invoices will be paid by Client.

**Insurance** - NE maintains Workers' Compensation and Employer's Liability Insurance in conformance with state law. In addition, we maintain Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury limits of \$1,000,000.00 and property damage limits of \$1,000,000.00. A certificate of insurance can be supplied evidencing such coverage which contains a clause providing that fifteen days written notice be given prior to cancellation.

**Right-of-Entry** - Unless otherwise agreed, Client will furnish right-of-entry on the property for NE to make the planned borings, surveys, and/or explorations. NE will not be responsible for removing fences, earth berms, vegetation or other obstructions for purposes of our investigation. NE will take reasonable precautions to minimize damage to the property caused by its equipment and sampling procedures, but the cost of restoration or damage which may result from the planned operations is not included in the contracted amount. If Client desires to restore the property to its former condition, NE will accomplish this and add the cost to its fee. Client agrees to waive all claims arising from or related to the failure to provide NE with proper access to conduct its work.

**Damage to Existing Man-made Objects** - It shall be the responsibility of the Owner or his duly authorized representative to disclose the presence and accurate location of all hidden or obscure man-made objects relative to routes of access, field tests, sampling, or boring locations. When cautioned, advised or given data in writing that reveal the presence or potential presence of underground or over-ground obstructions, such as utilities, septic tanks, etc., NE will give special instructions to its field personnel. In addition, Client waives any claim against NE arising from damage to existing man-made objects.

**Warranty and Limitation of Liability** - NE shall perform services for Client in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same or a similar locality as the project. In the event any portion of the services fails to comply with this warranty obligation and NE is promptly notified in writing prior to one year after completion of such portion of the services, NE will re-perform such portion of the services, or if re-performance is impracticable, NE will refund the amount of compensation paid to NE for such portion of the services. This warranty is in lieu of all other warranties. No other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose is made or intended by the proposal for consulting services, by furnishing an oral response of the findings made or by any representations made regarding the services included in this agreement. In no event shall NE or any of its professional employees be liable for any special, indirect, incidental or consequential loss or damages, including but not limited to impact and delay claims. The remedies set forth herein are exclusive and the total liability of consultant whether in contract, tort (including negligence whether sole or concurrent), or otherwise arising out of, connected with or resulting from the services provided pursuant to this Agreement shall not exceed the total fees paid by Client or \$50,000.00, whichever is greater. At additional cost, Client may obtain a higher limit prior to commencement of services.

**PURSUANT TO §558.0035, FLORIDA STATUTES, NE'S INDIVIDUAL EMPLOYEES AND/OR AGENTS MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THEIR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT.**

**Indemnification** - Client agrees to defend, indemnify and save harmless NE from all claims, including negligence claims, suits, losses, personal injuries, death and property liability resulting from NE's performance of the proposed work, whether such claims or damages are caused in part by NE, and agrees to reimburse NE for expenses in connection with any such claims or suits, including reasonable attorney's fees. Client's obligation to indemnify is limited to \$2 million per occurrence, which Client agrees bears a reasonable commercial relationship to the Work undertaken by NE. Client further agrees that these general conditions are a part of the Work's specifications or bid documents, if any.

**Sampling or Testing Location** - Unless specifically stated to the contrary, the unit fees included in this proposal do not include costs associated with professional land surveying of the site or the accurate horizontal and vertical locations of tests. Field tests or boring locations described in our report or shown on our sketches are based on specific information furnished to us by others and/or estimates made in the field by our technicians. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in the report. It is understood that all drilling locations are accessible to conventional truck mounted drilling equipment unless otherwise specified by the client. If unscheduled remobilizations or use of portable or all terrain equipment is required additional charges will apply. NE will attempt to clear utilities at our excavation/test locations by manual drilling to 3' below land surface (BLS). Any utilities/obstructions present at client specified test locations or below 3' BLS will be the responsibility of the client.

**Sample Handling and Retention** - Generally soil test samples are retained for approximately three months after which time they will be discarded unless written instructions to the contrary are received from the client.

**Legal Jurisdiction** - The parties agree that any actions brought to enforce any provision of this Agreement shall only be brought in a court of competent jurisdiction located in Palm Beach County, Florida. Any and all causes of action arising out of NE's performance of the Work, including but not limited to claims for indemnity, contribution and equitable subrogation, shall be deemed to have accrued and the applicable statutes of limitations shall commence to run not later than the date of NE's last invoice for the Work performed hereunder.

**Force Majeure** - NE shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, acts of God, act or omission of subcontractors, carriers, client or other similar causes beyond its control.

**Documents** - NE shall be entitled to rely upon the accuracy and completeness of all surveys, reports and information furnished by the client. If conditions different from those described in our report are found at the site, NE should be notified in writing immediately upon discovery. NE reserves the right to revise conclusions and recommendations presented in the final report should additional information regarding the project become available. All permits will be obtained by others unless otherwise specified in this proposal or in writing to NE. NE has no liability for consequences of information not provided or unavailable or otherwise not reviewed or known from the normal sources customarily examined by NE in such investigations within the time frame allowed for this investigation under this agreement. The client, entities identified in writing on the address portion of our report, design team professionals engaged by our client and building official staff are entitled to use and rely upon NE's reports for purposes of the current project. Other parties are not authorized to use or rely upon NE's reports unless NE so states in writing.

NE - General Contract Terms and Conditions May 2017

cc: Connie Gworek - Business Development Associate

SRWWTP Brown Caldwell 1621 N 14 Ave Hollywood geo 1-30-2020

**2051 NW 112<sup>th</sup> AVENUE - STE. 126 · MIAMI, FLORIDA 33172 · 305-824-0060 · FAX 305-824-8827**  
**St. Lucie 772-408-1050 · Broward 954-941-8700 · Palm Beach 561-736-4900**