

"Engineering Consulting Services for Infiltration and Inflow (I&I) Program"

RFQ 4717-22-OT

May 2022

Public Utility Management Planning Services Inc.

P.O. Box 221890 Hollywood, FL 33022-1890

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City of Hollywood c/o Office of City Clerk 2600 Hollywood Blvd, Room 221 Hollywood, FL 33020

RE: "Engineering Consulting Services for I&I Program"
City RFQ 4717-22-OT

To Whom it May Concern:

Public Utility Management and Planning Services Inc. is pleased to submit this proposal for Engineering Consulting Services for your I&I program. As you are aware, my company has been providing local governments with engineering services associated with utility planning studies, State Revolving Fund services, water permitting, design build services and project management for the past twenty years. The City of Hollywood was one of our original clients. We helped you secure \$80 million in SRF loans for the injection wells and other improvement at the wastewater treatment plant and chlorination systems at both plants among other projects in the early 2000s. I was also the City's Deputy Public Utilities Director from 1994 to 1999.

Public Utility Management and Planning Services Inc. is bringing two partners into this project, with the option to leverage the assets of a third. The first is Utility Sealing Services Inc (USSI) who will conduct field work collect, seal manhole tops, GPS manhole locations, perform manhole inspections, and smoke test the system. USSI has extensive experience with the sealing of manholes and the smoking of sewer lines. All smoke results are geolocated and placed in an asset management environment. We have worked on projects in Davie, Hallandale Beach, Pembroke Pines, Hollywood, Brunswick, Ga, St. Petersburg, Deltona, Madison, St. Cloud, Margate and a number of other communities.

The second firm we added in Florida Technical Consultants who we have worked with in many communities including Hollywood, Pembroke Pines, Margate, Clewiston and Dania Beach. FTC specializes in engineering with GIS systems. We have a current project with the Public Utilities Department concerning asset management of water and wastewater pipelines.

As a result of my personal experience with the City, and the experience of my firm Public Utility Management and Planning Services Inc. and its subconsultants in southeast Florida, we believe we are qualified to propose on and be successful with this project for five reasons:

- 1. The project Manager, Dr. Frederick Bloetscher is a former utility director, city manager and current consultant. He has been involved with over \$550 million in construction projects over 30 years and continues to help local government with their needs. He is recognized locally and nationally as a utility and groundwater expert, has testified to the US Senate, and developed numerous publications on the industry. He has lived in Florida for 33 years, 28 of those in Broward County. He is currently a Professor and Associate Dean for the College of Engineering and Computer Science at Florida Atlantic University in Boca Raton.
- 2. Public Utility Management and Planning Services Inc. is innovative as a means to keep costs under control and deliver good value. We saved the City of Dania Beach over \$1.2 million of televising sewer lines under their infiltration and inflow project, reducing their flow by 1/3 in 2009. We similarly eliminated about 80% of Davie's system from needing to be televised. We reduced the City of Clewiston's wastewater flows by half in 2020. We accelerated the collection of data on flows (looking for infiltration) in Brunswick, GA with night monitoring instead of flow monitoring meters, saving time and thousands of dollars. We have used SRF funds to engineer and correct inflow as part of the investigative process prior to the SSES in a number of cities including Dana Beach, Hallandale Beach and Clewiston. Public Utility Management and Planning Services Inc. was the project manager for both the inflow and infiltration portion of the project, including development of bid packages, pre-bid conferences, and construction contract administration.
- 3. We have worked on unique solutions for south Florida communities a salinity barriers, horizontal collectors, indirect potable reuse, midnight sewer investigations, membrane recovery maximization, reuse systems, LEED certification and infrastructure management and risk projects. We recommended using a design-build process on the nanofiltration plant which saved \$1.1 million in engineering costs, saved 30% off construction costs, and secured a \$2.55 million principal forgiveness loan (grant) on the water plant upgrades. Our goal is to develop ideas and designs that help the City meet its goals cost effectively.
- 4. Public Utility Management and Planning Services Inc. has successfully partnered with both USSI and Florida Technical Consultants on prior projects to perform field work, collect data, create GIS-based mapping of issues, and connect field and electronic data files. This has been the standard procedure for over a dozen projects between PUMPS and USSI. PUMPS and Florida Technical Consultants have worked together for several years dealing with infrastructure data collection, analysis the decision-making. One current project is with the City of Hollywood Public Utilities Department. The staff has the expertise to do this work (see Resumes in Appendix A).
- 5. Public Utility Management and Planning Services Inc. has helped the communities with setting up its stormwater utility, stormwater rates, one water/sewer rate study, several impact fee studies throughout Broward County. Hence we are cognizant of the need to spend wisely while generating value. This team can also leverage faculty and students at FAU, bringing nearly unlimited assets that can be brought to the City through faculty and students. Performing infrastructure condition assessments and several water plant studies have made use of this connection.

We view our projects as successful as do our clients (see Appendix B – references). We have reviewed the RFP and addenda. We can perform the work you are requesting. My organization can meet your needs and requirements as we have over the past 22 years.

We look forward to discussing this further with you during the selection process and the opportunity to participate in the future of the City of Hollywood.

Sincerely,

Frederick Bloetscher, Ph.D., P.E.

President

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Substantial savings in operations can be achieved by reducing the amount of wastewater that must be pumped and treated. Utilities have long dealt with the infiltration and inflow (I and I) issues in their system by televising their pipes and identifying leak points, but this primarily addresses only the infiltration part of "I and I." However, these two items are different and are dealt with completely differently. Removing inflow will help the utility understand where the infiltration actually occurs.

Where there are peaks in wastewater flows that match rainfall, inflow would appear to be a more likely candidate for the cause of the peaks than infiltration from pipes that are constantly under the water table.

EXECUTIVE SUMMARY

Public Utility Management and Planning Services Inc. is an innovative Broward County firm with extensive experience with water and sewer utility issues. Given the principal's history with southeast Broward utilities and Hollywood in particular, we are keenly aware of the issues surrounding operations. At the same time Public Utility Management and Planning Services Inc. has been at the cutting edge of numerous projects – from the Dania Beach nanofiltration plant (first LEED Gold certified water plant in the world), to developing a protocol to virtually eliminate inflow, reduce the cost for infiltration investigation and reduce infiltration into the sanitary sewer system while saving the client money, Public Utility Management and Planning Services Inc. has the ideas to help local utilities. Public Utility Management and Planning Services Inc. is tiny, but has access to huge resources, whether those be other consultants, non-profit agencies, or universities. We have the ability to leverage these assets to you when/if needed or desired. In this proposal we expect to use the experience and manpower of Utility Sealing Services Inc (USSI) who has worked with Public Utility Management and Planning Services Inc. to develop the inflow reduction program. Our efforts virtually eliminated inflow in Dania Beach, Clewiston and Cooper City. We have spent several years with ongoing efforts in Hallandale Beach and Pembrooke Pines. We would like to do the same in Hollywood, a system with which we are familiar. Florida Technical Consultants will help with field work, and GIS contributions.

The Project Manager, Dr. Frederick Bloetscher is a former utility director/deputy director, city manager and current consultant and professor of civil engineering at Florida Atlantic University. He has been involved with over \$550 million in construction projects in his career and continues to help local governments with their needs. He is recognized locally and nationally as a utility and groundwater expert, has testified to the US Senate, and developed numerous publications on the industry. USSI has experience with over 5 million feet of pipe smoking and working with neighbors on issues. Florida Technical Consultants has extensive experience engineering with GIS.

Public Utility Management and Planning Services Inc. has the specifications you desire ready to go, and the protocol for inflow correction in place, ready to start. Public Utility Management and Planning Services Inc. will oversee the field work, develop all reports, perform assessments of finding, perform inspection and lead a midnight flow monitoring exercise, while Florida Technical Consultants will convert all the data toward GIS mapping and asset management applications for the City. USSI will take the lead in the manhole inspection, geo-location of all the manholes within the project area, document their condition, smoke testing, resident notification and identifying manhole, dish and seal issues under Dr. Bloetscher's direction. The City will be a part of any outreach effort. We believe in solving inflow while investigating the challenges faced.

We would suggest that all identified deficiencies can be corrected as a part of the process. Prior experience with midnight investigations indicates that only 15-20% of the sewer system has these defects, thereby saving the City considerable money in television lines that provide little benefit. The SRF program has been supportive of this approach (it is being applied in other communities now). The review of televised lines is easily accomplished with the help of vendors and personal review by Dr. Bloetscher and the FTC staff to identify correction measures (lining, point repairs, laterals). Our past experience indicates about half the infiltration leaks are laterals. Those specs are ready as well.

The data in this response will show our approach and the results we have garnered in the past. The full inflow and infiltration efforts in Dania Beach reduced flows from 3.3 to 2.2 MGD. Clewiston cut flows in half. Margate, Davie, and St. Cloud are in position to make changes. Hallandale Beach is a work in process. We look forward to working with the City on this important project.

FIRM QUALIFICATIONS AND EXPERIENCE

This section is broken in two pieces – organizations and past experience.

a. Organizations

The lead firm in this project is Public Utility Management and Planning Services, Inc., a Certified Small Business Enterprise, headquartered in Broward County. Public Utility Management and Planning Services, Inc. is an S-corporation formed under Florida law in July of 2000. The focus of the corporation is strategic planning, capital improvement planning, inter-local agreement recommendations, bond document preparation, the evaluation of utility systems, needs assessments, condition assessments, consultant coordination, permitting and implementation of capital improvement construction. Efforts to reduce infiltration and inflow have been major project of emphasis over the past 5 years generating the majority of revenues.

Other efforts for municipal clients have been to secure State Revolving Fund loans and for policy programs, including capital infrastructure evaluation, operations policies, permits and financial evaluations. Documents to secure SRF loans include planning documents, loan applications, negotiations with regulatory agencies, fiscal analysis and capital improvement programs. Reviewing program components are a normal course of business. The corporation acts as the design criteria engineer on small design-build projects and performs designs on small projects.

LEGAL FIRM NAME	PUBLIC UTILITY MANAGEMENT AND PLANNING SERVICES INC.
HEADQUARTERS	P.O. Box 221890 Hollywood, FL 33022-1890 (since 2000)
LOCAL OFFICE	P.O. Box 221890 Hollywood, FL 33022-1890 (since 2000) Physical address: 860 N Fig Tree Lane, Plantation, FL 33317 PH 239-250-2423 Website: www.h2o-pe.com email: h2o.man@bellsouth.net FEIN 65-1028223
STATE OF INCORPORATION	Florida – July 2000
CONTACT:	Frederick Bloetscher, Ph.D., P.E., President

While Public Utility Management and Planning Services, Inc. is by far the smallest entity that is submitting on this RFP, that in no way limits our ability to accomplish work. We have relationships with a number of local utilities and staff, direct, personal experience in the operation, capital planning permitting and finances of a number of the utilities, extensive experience with local and regional water issues, extensive, positive experience with regulatory staff, ongoing, and prior experience and positive relationships with critical City staff, prior experience with the development of strategic facilities planning documents and financial evaluation capability for the City.

Public Utility Management and Planning Services, Inc. has one employee, but to keep overhead costs down, Public Utility Management and Planning Services, Inc. employs expert partners as needed to accomplish work for the City. For example, on two water quality projects at the water plant, we partnered with Dr. Daniel E. Meeroff has an M.S. and a Ph.D. in environmental engineering from the University of Miami and a B.S. from the Florida Institute of Technology in environmental chemistry (he is included on this Team). Past FAU engineering students have been hired to perform work on design projects after graduation. We have also employed graduate students to help with design and drafting services and periodically construction services, under the supervision of Dr. Bloetscher. We have employed our two partners on projects as well.

Established in 1999, USSI specializes in the abatement of inflow entering into municipal wastewater collection systems. Located in Venice and Orlando, Florida, USSI is the exclusive manufacturer and marketer for the products, services and technologies presented; this ensures accurate communication with our clients, competitive market pricing, and specific, cost effective results. The USSI G7 Program was specifically developed in consultation with Public Utility Management and Planning Services, Inc. to positively impact the environment, reduce unnecessary water treatment costs to utilities, and to proactively assist our clients in complying with the many new wastewater management and maintenance mandates being required by regulatory agencies. USSI has a dozen employees in the State.

USSI has smoked over six million feet of sewer pipe since 2005. They have developed innovative solutions for correcting inflow as they go, helping them refine their products, develop new solutions and increase productivity of their work. USSI has developed specialty solutions like the gasketed Defender manhole dish, the LDL plug and coatings to seal manhole rings and covers. These solutions continue to develop with time. The PUMPS/USSI team has data to show that the amount of lining and televising can be reduced over 70%.

Florida Technical Consultants, LLC (FTC) is a small Civil Engineering consulting firm offering consulting services to governmental agencies and private companies in Palm Beach and the surrounding counties in Southern Florida. FTC has been in business since January 2014. The firm of 6 is set up as a Limited Liability Company (LLC) under the state of Florida and has obtained pre-qualification as a Professional Consultant under CCNA (Consultants Competitive Negotiation Act) for many municipalities and government agencies in South Florida including Boynton Beach, Cooper City, Deerfield Beach, Ft. Lauderdale, Marathon, Miami Gardens, and North Miami Beach.

The Civil Engineering consulting services offered by FTC are primarily focused in the areas of development, integration and training in the use of GIS (Geographic Information Systems) computer software. Projects are typically focused on the computerized mapping, modeling, and inspection of potable water systems, storm water drainage systems, gravity sewer systems, sewer force mains, reclaimed water systems and various other municipal infrastructure. FTC also provides low resolution engineering services for design and construction which are based on GIS applications. FTC has completed large GIS based utility projects with Cooper City, Boynton Beach Utilities, South Martin Regional Utilities, the Solid Waste Authority of Palm Beach County, and the Coral Springs Improvement District.

FTC brings to the table a highly skilled engineering team which includes three Florida licensed Professional Engineers along with support staff to fulfill and support the requirements as outlined in this RFQ. FTC always strives to become part of the client's "team" which maximizes the use of the client's existing resources and provides a seamless integration of the projects.

The final partner is Florida Atlantic University, a member of the state university system with over 1,000 faculty members and 30,000 students, 600 of which are civil engineering students, and partner with which the City has successfully collaborated previously. Florida Atlantic University is the 5th largest State University with 30,000 students, including the disciplines of civil engineering (including water/wastewater

treatment, stormwater, GIS and traffic studies), urban and regional planning, environmental planning, coastal processes and the Center for Environmental Services (CES). This is the largest economic engine in Palm Beach County, and significant presence in the area of environmental research at the Davie campus.

b. Similar Projects

KEY TEAM MEMBERS	Frederick Bloetscher Ongoing		Conducted midnight run, reviewed manhole reports, coordinated with Contractor USSI and City directly, and with SRF program. Completed second bid for televising and lining pipe. Next step will be pumps in lift stations.
PROJECT NAME LOCATION	City of Clewiston Infiltration inflow		
CLIENT REFERENCE	Danny Williams Utilities Director City f Clewiston 141 Central Ave. Clewiston, FL 33440 Danny.williams@clewisto n-fl.gov (863) 233-7249		
SCHEDULE		months months	
Cost		\$37,000 \$37,000	
KEY TEAM MEMBERS	Frederick Bloetscher (2018 to date)		
ROLE & SERVICES	Project manager, CEI		
KEY TEAM MEMBERS	Frederick Bloetscher Ongoing		Conducted midnight run, reviewed manhole reports, coordinated with Contractor USSI and City directly, and with SRF program. Completed second bid for televising and lining pipe. Next step will be pumps in lift stations.
PROJECT NAME LOCATION	City of Margate Infiltration inflow		
CLIENT REFERENCE	Curt Keyser, P.E. Director of Env. Er Services City of Margate 901 NW 66 th Ave Margate, FL 3306 ckeyser@margate (954-884-3631	Suite A 3	

SCHEDULE	Start: 30 months End: 30 months		
Cost	Estimated: \$14,000 Actual: \$14,000		
KEY TEAM MEMBERS	Frederick Bloetscher Ongoing (2021 to date)		
ROLE & SERVICES	Project manager, CEI		
PROJECT NAME LOCATION	Brunswick Glynn Joint Water Sewer Commission	Conducted midnight run, reviewed manhole reports, coordinated with Commission with smoke testing, development of SSES and specification for correction.	
CLIENT REFERENCE	Ellis Zettler Brunswick Glynn Joint Water Sewer Commission 1703 Gloucester St Brunswick, GA 31520 EZettle@bgjwsc.org 912-215-0540		
SCHEDULE	Start: Sept 2019 End: March 2020		
Cost	Estimated: \$238,000 Actual: \$238,000		
KEY TEAM MEMBERS	Frederick Bloetscher Complete 2020		
ROLE & SERVICES	Project manager, engineer, CEI		
PROJECT NAME LOCATION	Hallandale Beach Infiltration/inflow	Conducted SSES, inflow removal, midnight run, infiltration removal via lining pipes, bidding lateral project at present. Reviewed manhole reports, coordinated with SRF program.	
CLIENT REFERENCE	Jeff Odoms Utilities Director City of Hallandale Beach 630 NW 2 nd St Hallandale Beach, FL 33009 iOdoms@hallandalebeachfl. gov	\$2.4 million.	
SCHEDULE	Start: 2017 End: ongoing		
Cost	Estimated: \$550,000 Actual: \$550,000		

KEY TEAM MEMBERS	Frederick Bloetscher ongoing	
ROLE & SERVICES	Project Manager, CEI	
PROJECT NAME LOCATION	Pembroke Pines Infiltration/inflow	Review of operational problems with Pines lime softening plant.
CLIENT REFERENCE	Karl Kennedy, P.E.1800 City of Pembroke Pines Senator Howard C. Forman Campus 8300 S. Palm Drive Pembroke Pines, FL 33025 kkennedy@ppines.com 954-829-4507	
SCHEDULE	Start: 6 months End: 6 months	
Cost	Estimated: \$27,000 Actual: \$27,000 2 phases	
KEY TEAM MEMBERS	Frederick Bloetscher 2019, 2020, next phase 2022	
ROLE & SERVICES	Engineer	
PROJECT NAME LOCATION	Pembroke Pines Water Plant Operations Review	Review of operational problems with Pines lime softening plant.
CLIENT REFERENCE	Karl Kennedy, P.E.1800 City of Pembroke Pines Senator Howard C. Forman Campus 8300 S. Palm Drive Pembroke Pines, FL 33025 kkennedy@ppines.com 954-829-4507	
SCHEDULE	Start: 3 months End: 3 months	
Cost	Estimated: \$3,125 Actual: \$3,125	
KEY TEAM MEMBERS	Frederick Bloetscher Complete 2016	
ROLE &	Project manager	

SERVICES		
PROJECT NAME LOCATION	City of Dania Beach Nanofiltration Plant	Project initiated to address water quality and future growth concerns in 2005. Design criteria and project management consultant with SRF for design-build project. \$8.8 million, saved \$1.1 in engineering fees, 30% of cost through timing of bid, secured \$2.55 million grant for project. First LEED Gold certified water plant in the world
CLIENT REFERENCE	Dominic F. Orlando, P.E. Retired, Public Services Director 100 W. Dania Beach Blvd, Dania Beach, FL 33004	U.S. GREET
SCHEDULE	Estimated: 15 months Actual: 15 months	LEED GOLD ®
COST	Estimated: \$20,000 Actual: \$20,000	
KEY TEAM MEMBERS	Frederick Bloetscher Complete 2012	
ROLE & SERVICES	Project manager, LEED	
PROJECT NAME LOCATION	Alternative Water Supply Reclaimed Wastewater for Aquifer Injection Pembroke Pines, FL	Public Utility Management & Planning Services Inc. (PUMPS) is the design criteria engineer responsible for the testing and design documents for the reverse osmosis portion of the proposed Pembroke Pines' Reclaimed Wastewater for Alternative Water Supply project. The concept of the project is to inject treated wastewater into the Biscayne aquifer for later
CLIENT REFERENCE	David Stambaugh, P.E. Calvin Giordano & Assoc. 580 Village Blvd Suite 325	withdrawal as a water supply. PUMPS has done membrane testing, post chemical stabilization and concentrate management evaluations. The innovative issues outlined to date include the
	West Palm Beach, FL 33409 (954)-766-2736 dstambaugh@	potential to recovery > 90% of the water through use of a third stage of membranes, and the evaluation of kiln dust and limestone as a means to inexpensively restabilize the water after reverse osmosis treatment.
SCHEDULE	15 months 12 months	The current water produced off the membranes has a conductivity under 15 mS/cm2, and meets all ground and surface water criteria for removal of constituents,
COST	Estimated: \$150,000 Actual: \$125,000	including phosphorous below 0.01 mg/L. The project included spike testing pharmaceuticals to determine
KEY TEAM MEMBERS	Fred Bloetscher – Principal Investigator	removal rates through the membranes. Test skid is in place, and testing has commenced on 3 sets of membranes.

SERVICES	Testing & Design	
PROJECT NAME LOCATION	Town of Davie Infiltration inflow	Conducted midnight run, SSES, reviewed manhole reports, coordinated with Contractor USSI and City directly, and with SRF program.
CLIENT REFERENCE	Karl Kennedy, P.E.1800 now with: City of Pembroke Pines Senator Howard C. Forman Campus 8300 S. Palm Drive Pembroke Pines, FL 33025 kkennedy@ppines.com 954-829-4507	
SCHEDULE	Start: 9 months End: 9 months	
Cost	Estimated: \$18,000 Actual: \$14,000	
KEY TEAM MEMBERS	Frederick Bloetscher Complete 2014	
ROLE & SERVICES	CEI with inflow portion of project	

We believe that Public Utility Management and Planning Services Inc., FTC and USSI exceed the City's desires for consulting experience for the following reasons:

- Public Utility Management and Planning Services, Inc. has been in business for 22 years.
- Public Utility Management and Planning Services, Inc. has bid and managed inflow and infiltration projects
- Public Utility Management and Planning Services, Inc. understands that inflow and infiltration are different, and have different causal agents. Public Utility Management and Planning Services, Inc. and USSI developed a protocol for removing inflow, then infiltration and have participated is studies to demonstrate its success in surrounding communities
- The principal for Public Utility Management and Planning Services, Inc. has over \$550 million is projects he has been involved it
- The principal for Public Utility Management and Planning Services, Inc. is a nationally recognized expert in utility infrastructure
- USSI is a leader in inflow removal with several patented products to its name
- USSI has smoked over six million feet of sewer lines, and has extensive experience with the public relations aspect of this effort
- Public Utility Management and Planning Services, Inc. and USSI have participated in over a dozen midnight investigations and are actively involved in efforts for others in Florida

- The principal for Public Utility Management and Planning Services, Inc. has years of experience in southeast Broward County and its sewer issues going back to his work with the City of Hollywood in the late 1990s.
- FTC is a recognized expert in engineering with GIS.

ORGANIZATIONAL PROFILE AND PROJECT TEAM QUALIFICATIONS

Organizational Profile

As noted in the prior section, Public Utility Management and Planning Services, Inc. is an S Corporation incorporated under the laws of the state of Florida. It has been in business for 22 years. It's clients are primarily local governments. Virtually all of our experience is with public sector clients, primarily local governments including but not limited to:

- City of Hollywood
- City of Dania Beach
- City of Clewiston
- City of Pembroke Pines
- City of Hallandale Beach
- City of North Lauderdale
- Toho Water Authority
- Brunswick Glynn Joint Water-Sewer Commission, Brunswick, GA
- Town of Davie
- City of Surfside
- City of Miami Beach
- City of St. Cloud
- City of Boynton Beach
- Polk County
- City of Panama City Beach
- City of Haines City
- City of Delray Beach

Public Utility Management and Planning Services, Inc. will be the lead firm and direct the project as shown in the organization chart. The Team members have all worked together in the past on projects, including inflow and infiltration removal projects. Figure 1 shows the organization chart for the project.

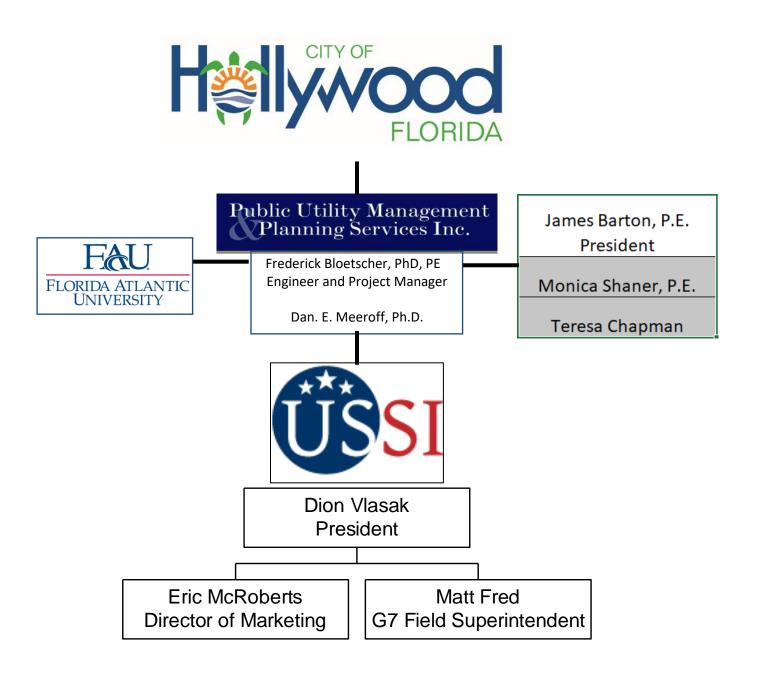


Figure 1 – Organization chart

PROJECT TEAM QUALIFICATIONS

Public Utility Management and Planning Services Inc.

The team of Public Utility Management and Planning Services, Inc., FTC and USSI has local knowledge, extensive experience and has developed and published the protocol used for the correction of inflow, which will save on infiltration efforts. The efforts are demonstrated by data.

The contact and project manager for this project is Dr. Frederick Bloetscher, P.E., DWRE, LEED-AP. Dr. Bloetscher has over 30 years of experience in the operation of governments and governmental utilities including infiltration and inflow efforts with most of his prior employers and with several of his clients. His past employment in include 4 years as a city manager in North Carolina, 12 years as Director or Deputy Director of large water and sewer utility systems in south Florida, and 22 years of consulting where a major portion of the work is related to developing planning documents as a part of an effort to secure State Revolving Fund loans for the Cities of Hollywood, Dania Beach, Hallandale Beach, Surfside, North Lauderdale, Lauderhill, Clewiston and the Town of Davie (\$130 million to date), capital improvement programs, fiscal analyses and funding applications and a series of strategic plans in central Florida. During



his tenure in the public sector, he developed capital improvement programs for the Cities of Erwin, NC, Richlands, NC, Collier County Water-Sewer District, City of Hollywood, and 5 FGUA utility systems. He has overseen the construction of over \$500 million in capital projects under these capital improvement programs, including a number of innovative firsts (ASR, reuse systems, nanofiltration and RO plants). He has also performed fiscal analysis for most of the same utility systems. He has spent 18 years at Florida Atlantic University where he is a Professor and Associate Dean for the College of Engineering and Computer Science. He is recognized locally and nationally as a utility and groundwater expert, has testified

to the US Senate, and developed numerous publications on the industry. He continues to help local governments with their needs including innovative processed to maximize return on infiltration and inflow efforts while minimizing costs to the client.

Dr. Bloetscher holds a Ph.D. in Civil & Environmental Engineering from the University of Miami, a Master of Public Administration from the University of North Carolina at Chapel Hill, and a B.S. in Civil Engineering from the University of Cincinnati. He holds professional engineering licenses in 9 states. He is well recognized in the utility industry in Florida and nationally. He is a Trustee for AWWA's Water Resource Division, serving as Vice Chair and Chair. He is the technical program chair for the Florida Section AWWA conference and serves on the Education Committee for AWWA nationally. He has served on the AWWA groundwater committee for 20 years. He also served for three years as the South Florida Water Management District's Utility Advisory Committee Chair. He has written over 250 papers concerning utility management and practice, most of which have been published in Florida or concerned south Florida issues. Several of these relate to storm water fees, utility development and sea level rise adaptation strategies. He is the author of 5 books, including two dealing with utility management issues (Bloetscher 2008, Bloetscher 2011) and has developed training materials for utility management for the American Water Works Association. He is a recognized public works and utility management expert. He recently testified to the US Senate subcommittee on adaptation for sea level rise in Miami Beach. Below are copies of the covers of Dr. Bloetscher's book and awards. His short CV is included in Appendix A.

Dr. Daniel E. Meeroff is Dean of Undergraduate Students and Professor of Environmental Engineering at FAU, and a frequent partner to Dr. Bloetscher. Dr. Meeroff's interests are in the area of developing

innovative treatment technologies that mimic natural systems, specifically in applying physical/chemical and microbiological processes in novel approaches. His specialties involve the application of advanced principles of chemistry and microbiology for the solution and prevention of environmental problems and water treatment. Dr. Meeroff has been involved with a number of projects with Public Utility Management and Planning Services, Inc. These projects include program management activities for the Florida Governmental Utility Authority, the Florida Area Coastal Environmental Initiative with the National Oceanographic and Atmospheric Administration, golf course reuse irrigation investigations in Palm Beach County, investigation of novel treatment process efficiency in Davie, FL, and for technical issues involving chemistry and biology for utility matters. Dr. Daniel Meeroff has been active in several of these projects as well as in FDEP's green lodging program, securing a series of grants to study changes in infrastructure within the commercial sector to address needed changes in power, water and development.

Florida Technical Consultants

James Barton, P.E. is President of FTC and its primary project contact. HE provides all project management functions, program development, GIS utility data build and on-site training. His background experience covers all program components with 20 years experience in engineering design and project management of water, sanitation and stormwater programs. These include water resources, infrastructure, rehabilitation, GIS implementation, environmental engineering, utilities and road construction. James has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design, and construction administration. Since becoming an ESRI authorized GIS Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering as well as providing training for people with fire, police and city and county administrations. He holds a B.Sc. Civil Engineering, Queen's University, Kingston, Ontario, Canada – 1990.

Teresa Chapman has over 8 years of engineering and GIS implementation experience. In her capacity as Project Manager with FTC, she has utilized GIS in real-world engineering situations to improve informational management and decision support for both clients and their engineers. Teresa supports the data collection, tracking and analysis functions of her team for multiple municipalities and has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She also has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, and road construction and continues to expand her knowledge base. She holds a B.Sc. Ocean Engineering, Florida Atlantic University, Boca Raton, FL – 2010 and has been with FTC for 3 years and ChenMoore for 5 before that.

Monica Shaner, P.E. is a Civil Engineering graduate of Florida Atlantic University with over 15 years of experience as an engineer. Prior to joining FTC, she was the Water Utility Director at South Martin Regional Utility managing a 9,000+ regional user accounts with a 30-employee department which included administrative staff, infrastructure field staff, water and wastewater operators. She holds a B.Sc. Civil Engineering, Florida Atlantic University, Boca Raton, FL – 2005 (a former student of Dr. Bloetscher's).

USSI Inc.

Mr. Dion Vlasak is the CEO of USSI. Mr. Vlasak joined Utility Sealing Systems, Inc. in July 2005, quickly rising to the position of CEO of USSI. As CEO of USSI, LLC, Mr. Vlasak has led in the development and implementation of the various proprietary systems that constitute the G7 Program to eliminate waste water inflow, unique to USSI. Mr. Vlasak was one of the inventors of ElastaSeal, Inflow Defender, LDL Plug, and the automated infrastructure reporting system, as well as the G7 Process that combines these individually effective measures to address inflow abatement into what the AWWA considers to be most effective process to abate inflows into sanitary sewers. Prior to joining USSI, Mr. Vlasak worked as an Executive Consultant at Guidant for 13 years with Guidant Corporation's Travel Division, one of the most successful medical device companies in the U.S.

Mr. Eric McRoberts is in charge of Marketing and Business Development. It is foundational that all projects require a solid relationship in order to ensure the project runs smooth. He deals directly with clients both pre and post project to make sure that everyone is on the same page. He also helps facilitate new clients while maintaining relationships with our previous clients. His experience in the public utilities is derived from being a Project Manager for a Petroleum Company to dealing with Business Development and creating new opportunities for the companies he has have worked for. Mr. McRoberts was involved with remediation of contaminated petroleum sites and the construction of Gas Stations. He has developed his Business Development skills based upon meeting with clients and utilities throughout the State of Florida. By doing this, he became very effective with meeting with prospective clients, finding out their needs and then putting together a business plan that will serve their needs.

Mr. Matt Fred has been essential in developing the techniques to address the myriad of inflow sources, using his experience to evaluate whatever may be found with each manhole lid removed. Mr. Fred trains our crews, supervises their activities, inspects completed work, reviews system reports and provides valuable input to systems under development. USSI self performs smoke testing and produces all final reports in house. The only sub-contractor we would utilize would be a Licensed MOT sub-contractor for any potential MOT needed

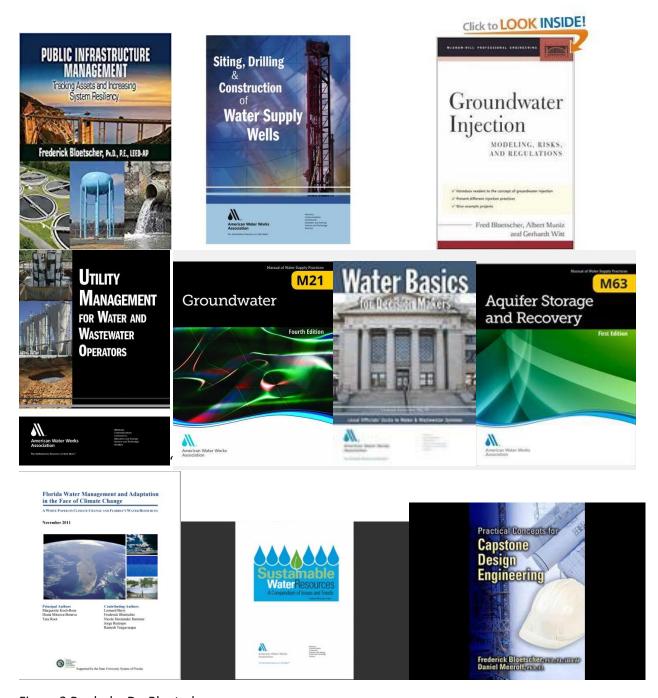


Figure 2 Books by Dr. Bloetscher



Figure 3 Awards: Clockwise from top left: Talon Leadership award (Florida Atlantic University), Allen B. Roberts Award for Outstanding Contribution (Florida Section of American Water Works Association (AWWA)), Oasis Award (AWWA National), NCEES award (nanofiltration plant), Robert Claudy award (FSAWWA), Volunteer of the Year Award (inaugural, AWWA national).





Figure 4 Dr. Bloetscher testifying to the United States Senate Subcommittee hearing in Miami Beach

Table 1: Team Member Qualifications

TEAM MEMBER ROLE TOTAL YEARS EXPERIENCE	QUALIFICATIONS/BENEFIT TO THE CITY
Frederick Bloetscher, Ph.D., P.E. Principal in Charge 30 Years Experience PUMPS, Inc.	 More than 30 years providing water, wastewater and storm water facility planning, management and innovative science projects to utilities in the Southeastern U.S. Extensive experience with Broward County utilities as consultant and manager Pilot tested indirect potable reuse in Pembroke Pines and concentrate reduction in Dania Beach Project planner and manager for Dania Beach Nanofiltration Plant (LEED Gold) as well as knowledge of lime softening processes (AWWA video) Conducted lighting, pavement, water, sewer and stormwater studies for the City Coordinated 15 OASIS projects for the City of Dania Beach Designed water main for Melaleuca gardens Project manager for Dania Beach lime softening plant refurbishment Project manager for hypochlorite conversion at Dania Beach water plant Inflow and infiltration projects in 11 communities including Dania Beach Consulted with NOAA and Utility Council on outfall water quality and modeling as well as injection well issues Experience as manager of large utility, responsible for planning and \$500 million in capital projects 17 year Dania Beach resident 17 years working with the City of Dania Beach as a consultant for water, sewer, and street improvements projects, secured \$20 million SRF loans, \$2.55 million grants, saved over \$4 million in project costs.
Dan Meeroff 20 Years Experience	 Leading water quality expert in Southeast Florida Ongoing relationship with PUMPS, Inc. Participated in 4 log and nanofiltration studies in Dania Beach COvid19 testing Has worked with numerous clients on water quality resolution Consulted with NOAA and Utility Council on outfall water quality and modeling as well as injection well issues

APPROACH TO PROJECT

The scope of this project is straight-forward. Substantial savings in operations can be achieved by reducing the amount of wastewater that must be pumped and treated. Utilities have long dealt with the infiltration and inflow (I&I) issues in their system by televising their pipes and identifying leak points, but this primarily addresses only the infiltration part of I&I. Inflow, which creates hydraulic issues during rain events, leads to sanitary sewer overflows and can subject the utility to fines from regulatory agencies. As a result, dealing with the inflow portion of I&I is needed.

The approach we suggest is explained in detail in a later section. Our process follows several papers that have been written on the inflow removal and inflow correction process and chapters in Dr. Bloetscher's Public Infrastructure Management text. The first issue is to identify the inflow, as it is separate and treated differently than infiltration. Inflow is what creates SSOs and is what results in fines for utilities. Inflow often can be identified and corrected easily, and removing the inflow portion from I&I, often leads to a more focused plan for infiltration correction. Fixing defects from smoke testing will make the midnight observation for infiltration more productive.

The major focus to remove infiltration has been, and continues to be oriented to lining gravity pipe, which includes a significant amount of cleaning and televising to find leaks. Televising the sewer system and sealing and lining sections is common. However, many miles of videotape show virtually nothing, so significant money is spent to find "nothing." Hence the midnight investigations help target the areas of concern and avoids spending limited funds looking at sewers that do not need significant investigation or are not currently leaking

The exact process was completely conducted in nearby Dania Beach, Clewiston, Pembroke Pines, Hallandale Beach, Margate and Cooper City. Our efforts will be configured to comply with the coming rules for monitoring and reporting for sanitary sewer systems.

Separating Inflow and Infiltration

Where there are peaks in wastewater flows that match rainfall, inflow would appear to be a more likely candidate for the cause of the peaks than infiltration from pipes that are constantly under the water table in south Florida. Storms highlight the need to reduce inflow into the collection system so as not to overwhelm the piping system hydraulically, causing plant damage or sewage overflows into streets because inflow results from a direct connection between the sewer system and the surface. The removal or accidental breaking of a cleanout, unsealed manhole covers, laterals on private property, connected gutters or storm ponds, damaged chimneys from paving roads, or cracking of the laterals may be a significant sources of inflow to the system. All are potential sources of inflow which can be easily identified. Figure 5 shows a typical graph of rainfall versus flow for a given utility showing the peaking correlates with the rainfall is *inflow*, not infiltration since infiltration is part of the base flow that creeps upward with time. Infiltration looks much like the base flow.

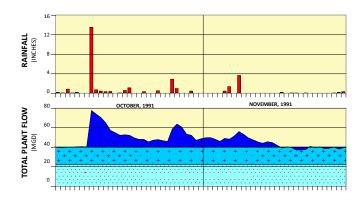


Figure 5 – Rainfall and Inflow (wastewater flows)

For the utility in Figure 6, the utility the average daily water is just over 4 MGD, but the wastewater flow is over 6.6 MGD, indicating nearly 2 MGD of infiltration and inflow. When plant operators and engineers see peaks in flows after rain events, this is not indicative of groundwater infiltration; it is indicative of active connections from the surface to the piping system which is inflow. The good news is that simple, low tech methods can be used to detect inflow, which should be the precursor to any infiltration investigation. There are clear high and low flow events. High and low flow events suggest inflow if they can be matched with rainfall.

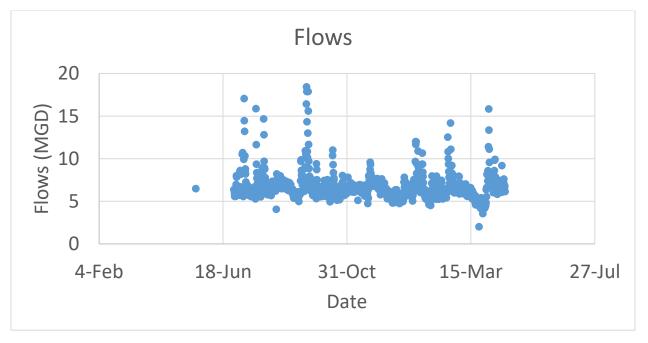


Figure 6 WWTP Flows

For this utility, a scan of the South Florida Water Management District's DBHydro data base indicated two rainfall stations that might be of help to determine if rain and flows are correlated. These sites are NSID1_R and G56-R (see Figure). the NCSID site stopped recording in 2019. Figure shows a graph of rainfall versus flow. The peaking that correlates with the rainfall is *inflow*. The data indicates that without inflow,

the average daily flow is about 6.6 MGD (see Figure 9). This would be done for all the City's system and lift stations. An equation can be developed for inflow, that when used, leaves infiltration.



Figure 7 Surface monitoring stations

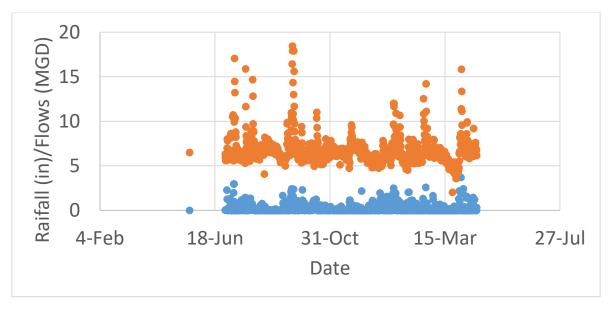


Figure 8 WWTP Flows vs Rainfall

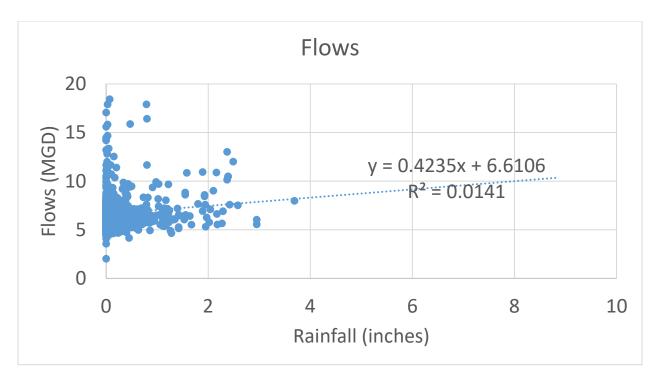


Figure 9 Inflow – rainfall vs Flows

Inflow is indicative of active connections from the surface to the piping system which is inflow. The good news is that simple, low tech methods can be used to detect inflow, which should be the precursor to any infiltration investigation. Next is repair/sealing of chimneys in all manholes to reduce inflow from the street during flooding events. The chimney includes the ring, cement extensions, lift rings, brick or cement used to raise the manhole ring. Manhole covers are often disturbed during paving or as a result of traffic. Temperature, vibration, and traffic breaks the seal between the steel ring and concrete. The crack between the ring and cover can leak a lot of water as demonstrated by a Miami-Dade County test conducted several years ago (MiamiDade, 2010). The intent of the chimney seal is to prevent inflow from the area beneath the rim of the manhole, but above the cone (see Figure 10).

Once the manholes are sealed, smoke testing can identify obvious surface connections (see Figure 11). The normal protocol for smoke testing will identify broken or missing cleanout caps, surface breaks on public and private property, connection of gutters to the sewer system, and storm water connections. All should be documented via photograph, by associated address and public or private location. The public openings at cleanouts can be corrected immediately using utility funds. If the cleanout is broken, it may indicate mower or vehicle damage that can occur again. If missing, the resident may be using the cleanout to drain the yard (more common than we realize). In either case the collection system needs to be protected with a device like an LDL plug (see Figure 12).



Figure 10 Installation Procedure (courtesy, USSI, Inc.;)



Figure 11 a, b, c Smoke Testing

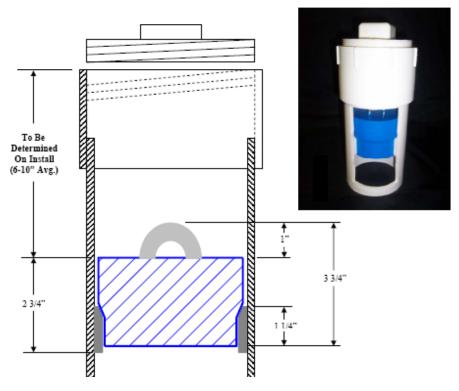


Figure 12 LDL Plug Design (courtesy, USSI, Inc.; Bloetscher, 2011)

Infiltration is part of the base flow that creeps upward with time. Once the above improvements have been implemented, to find infiltration, the next step is a low flow investigation, which is intended to target the location of infiltration in the piping system. Typically, the lowest best time for such an analysis occurs from 12 AM to 5 AM when people are sleeping and not using water. Ground water infiltration flows do not fluctuate greatly in sanitary sewer lines during wet-weather conditions. However, there are seasonal variations due to changes in the water table. Typically, the highest levels of ground water infiltration in South Florida occur in summer when the water table is at its highest (E Sciences 2013). Such an event will take several days and must be planned to determine priority manhole to start with and sequencing. Based on a projected plan, the following is the protocol based on identifying where there is and is not flow:

- Open the manholes
- Inspecting them for flow
- determining if flow is significant.

If flow exists, open consecutive manholes upstream to determine where flow is derived from. Generally, a 2 inch wide bead of water is a limit of "significant" infiltration.

An added benefit is that these manhole inspections can also document useful information like excessive grease build-ups, improper disposal of feminine hygiene products, wipes, and other trash. It should be noted that 17 percent of people regularly flush baby wipes down the toilet because manufacturers say they are flushable (Stratton-Childers, 2015). Unknown percentages flush diapers, towelettes and other products. Options to reduce this problem include trash cans, access to towels and wipes in restrooms, bidets and systems like the Heinie-Genie (Rabines, 2015), but none of these are convenient away from home. Education is the

best and cheapest solution as the wipes do not deteriorate in the sewers. Instead, they clog pumps, stick to grease and clog pipes. Most manholes have limited condition issues, but where the bench or walls are in poor conditions, that should be repaired with an impregnating resin. Deterioration may be an indication of wastewater quality concerns requiring the addition of chemicals to reduce the impact of hydrogen sulfide.

For example, a two night investigation, opening 350 manholes of a south Florida utility in late 2017, yielded:

- 1. Fatbergs caused by way too much grease going down the drain, mostly from cooking customers need constant reminders that they must NOT put grease down the sink people! Fatbergs are colored based on the grease used. This case black, white and tan grease were found.
- 2. Paper towels also, should not go down the toilet!
- 3. Handi-wipes and diapers exactly how these flush is unclear
- 4. Clothing this was a commercial laundry
- 5. A gold watch or bracelet
- 6. Condoms, and feminine hygiene products, none of them should go down the toilet regardless what the box says, especially applicators which are plastic. Plastic does not degrade in a sewer plant. In fact, it floats. Somebody has to scoop them all off the top of the clarifier at the wastewater plant. Same for the "blue bags" used for disposal and anything with strings that get wound around pumps
- 7. More grease only this time it was more like auto grease mixed with paint
- 8. Adult diapers near elderly care facilities and elderly apartments. Diapers go in the trash, not the toilet

Each system has its unique characterizations. For Example, Clewiston in 2019 showed excessive amounts of paper products inappropriately flushed. Other systems show grease, rats and other challenges. Industrial contributors were noted in Hallandale Beach and Brunswick. Figure 13 is a map of lines to investigate for infiltration from Dania Beach. What was found was that after 20 years of no work, only 15% of the pipe segments indicated infiltration leakage (later data showed only 1/3 of these pipes leaked, the rest were service laterals). This reduced the televising and lining portion off their lining program by over \$1.2 million.

Once the midnight work is done, the next step is to put dishes into the manholes. One might think that only manholes in low lying areas get water into them, but surprisingly every manhole dish that is properly installed has water in it. Hence assume that all manholes leak water between the rim and cover. Most collection system workers are familiar with dishes at the bottom of the manhole where they are of no use. This is because those dishes deform when filled with water, use a crimp to bend the plastic creating a failure point or are constructed in such a manner that allows them to be knocked in when the cover is flipped. The solution is a deeper dish with reinforcing ribs and a gasket. Figure 14 shows two examples (note the guy standing in the upside-down dish) - one polycarbonate (shiny) and a polyethylene copolymer material suitable for atmospheres found in manholes. The polymer based dishes eliminate the dissimilar metals issues with stainless steel dishes and are available at a lower cost. The key is the appropriate reinforcing to prevent dishes from dropping into the manhole. The gasket seal should be made of a closed cell neoprene material with pressure sensitive adhesive on one side or an embedded groove to hold the gasket in place.

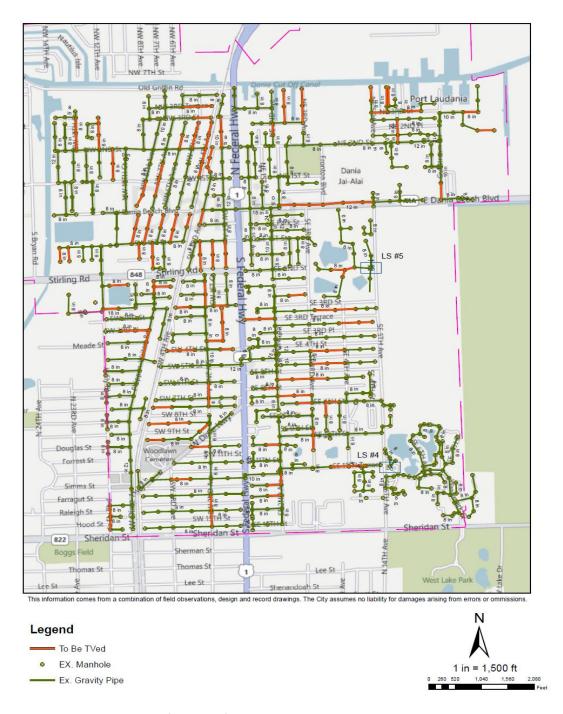


Figure 13 – areas where further infiltration investigation via televising is needed – only 15% of system

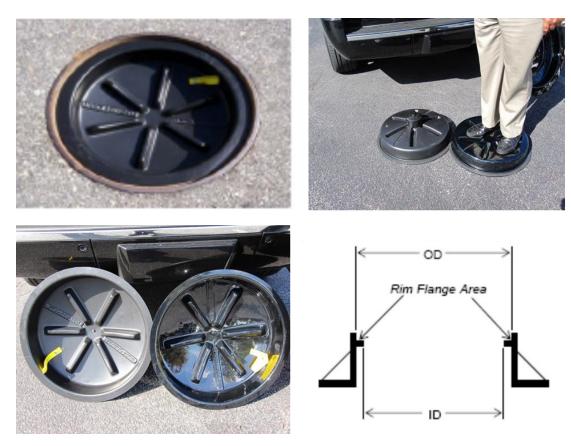


Figure 14 Inflow Defender Manhole Rain Dish showing installed dish, and both polycarbonate and polyethylene versions. *Note the ribs and depth of dish that improves long-term strength. Note polycarbonate is required for newer, 30 or 48 inch manhole (Courtesy, USSI, Inc.; Bloetscher, 2011)

Figure 15 shows the impact of sealing the sewer system in Cooper City. These were the two worst lift stations with respect to run times, inflow and potential for SSOs. The inflow removal showed no impact due to rain.

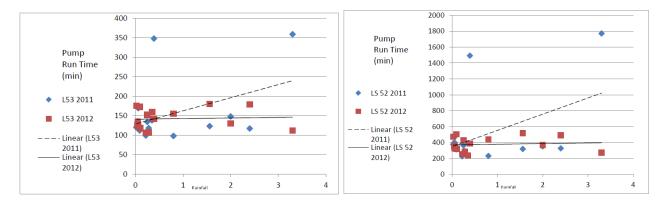


Figure 15 a,b Comparison of rain events (inches) versus pump run times in 2011 and 2012 for Cooper City Lift Stations 52 and 53. The slope of the lines show that the inflow correction substantially reduced inflow. The 2012 graph shows virtually no effect of rainfall on run times.

Infiltration is the water entering a sewer system and service connections from groundwater leaking through defective pipes, pipe joints, damaged house lateral connections, or manhole walls (Feeney et al 2009). Infiltration most often is related to a high groundwater table that is observed during a wet season or in response to a severe storm. Damaged lateral connections are thought to be a major contributing factor to infiltration in sanitary sewers (Swaner and Thompson 1994). Since it was hypothesized that inflow into sanitary sewer lines is linearly related to rainfall (Merrill 2004), once removed, the remainder is infiltration. It is also assumed that infiltration is linearly related to groundwater elevation. Based on these assumptions, infiltration can be separated out from the wastewater flow, leaving only baseflow.

Figure 16 shows the locations of groundwater stations from DBHydro for the utility above. Using Stations PB-1630 and PB-1661, Figure 17 shows the relationship between groundwater and flows. Figure 18 shows that if minimal groundwater is used, the City's flows should be about 5 MGD. Since it was assumed that fluctuations in baseflow were negligible, any changes between baseflow+infiltration were assumed to be a result of fluctuations in infiltration. Infiltration is estimated to be just over 1.5 MGD in the City (Figure 19).

Closed-circuit television (CCTV) is the most common assessment tool conducted by municipalities to gauge the current condition of their collection system, determine the structural condition, the presence of roots, condition of joints, depth of debris in the line, and depth of flow (USEPA 2005). A 2004 research project, which surveyed large wastewater utility districts, found that 100% of the 31 survey respondents relied almost exclusively on CCTV as the primary means to inspect pipes (Thomson 2004), but the costs can be cut considerably during the inflow portion of the project using the midnight investigation.

Based on treatment plant and lift station run times for the past 3 years, Dr. Bloetscher would conduct this analysis for the City's sewer system to prioritized where work should start.

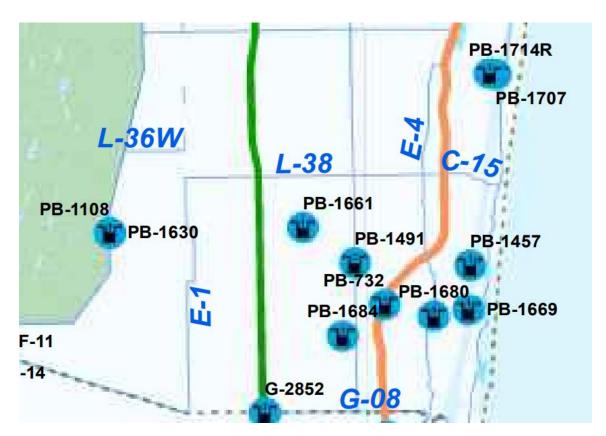


Figure 16 Groundwater monitoring stations

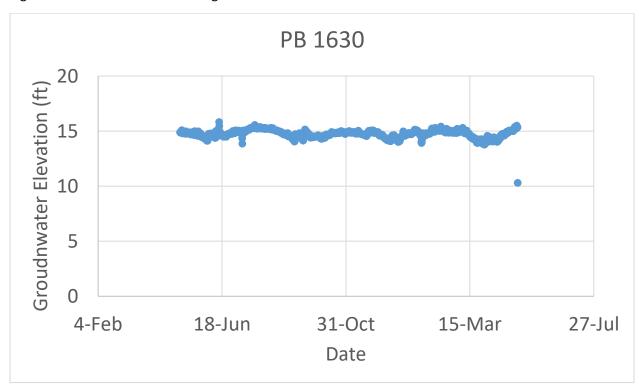


Figure 17 Groundwater elevations – Station 1630

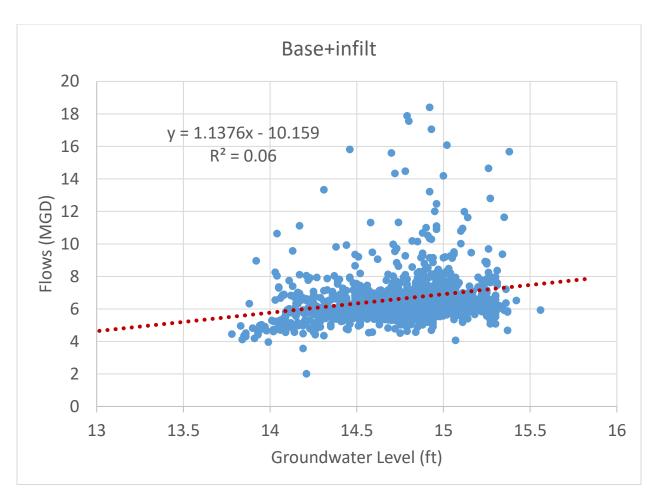


Figure 18 Relationship between Groundwater elevation and flow.

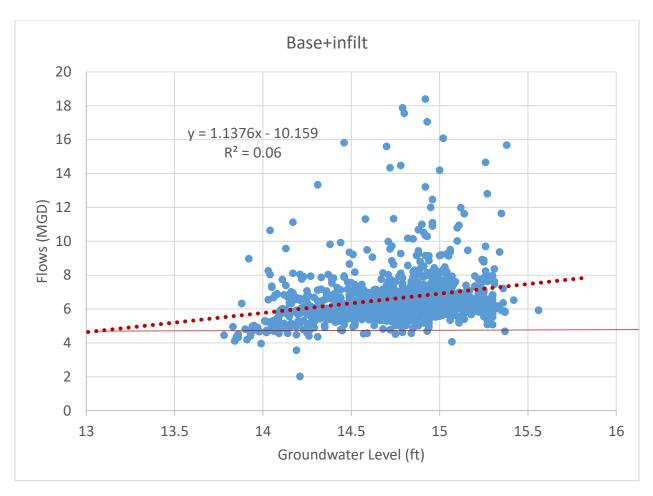


Figure 19 shows that if minimal groundwater is used, the City's flows should be about 5 MGD.

CERTIFICATIONS

Public Utility Management and Planning Services, Inc. is certified to practice engineering in accordance with Florida Statute 471 and is registered with the State (see certification sin Appendix E). Public Utility Management and Planning Services, Inc. is licensed to perform, and has performed for the City, the following services:

- a) Design, engineering, budget and construction cost estimating services, bidding assistance, permitting and contract administration services during construction, which may or may not include onsite representation during construction.
- b) Provide for scopes of services in a timely manner and work within budgets.
- c) Effectively practice sound financial business practices and fiscal responsibility

Supporting certification documents including the firm's CBE certificate from Broward County are included in Appendix E.

Firm's Federal ID Number and Dun & Bradstreet Number

ENTITY	FEIN	D&B NUMBER	RATING
Public Utility Management and Planning services Inc.	65-1028223	867796570	N/A

Location in Broward County

Public Utility Management and Planning Services Inc. has its only office in Plantation, FL. Public Utility Management and Planning Services Inc. is a certified CBE for Broward County (see certificate).

FTC is headquartered in Boynton Beach.

USSI is headquartered in Venice, FL.

FAU is located in Boca Raton, FL.

LITIGATION HISTORY

Public Utility Management Planning Services, Inc. has, *no pending or prior claims or litigation*.

EQUAL OPPORTUNITY EMPLOYER

We are an equal opportunity employer and that it does not and will not discriminate against any person, employee or applicant for employment on account of age, race, creed, religion, color, sex, sexual orientation, disability, national origin, marital status, or political affiliation.

MINORITY/WOMEN/SMALL BUSINESS PARTICIPATION

Public Utility Management and Planning Services Inc. is a certified small business enterprise. Our efforts with subcontracting are to provide access to the best resources in the field. As a result, small and minority businesses and women's business enterprises are solicited whenever they are potential sources

INSURANCE REQUIREMENTS

Public Utility Management and Planning Services Inc. currently provides all of the insurance requirements for the project (see Appendix D – The City is already a named insured based on past work).

Appendix **A** – Resumes

CURRICULUM VITAE

FREDERICK BLOETSCHER, Ph.D., P.E.

P.O. Box 220265 Hollywood, FL 33022-0265 (239) 250-2423

EDUCATION

Ph.D. in Civil Engineering, 2001, University of Miami, with emphasis on risk analysis, groundwater resources and utility management and planning (Dissertation Title: *Development of A Predictive Bayesian Microbial Dose-Response Function*; Advisor James D. Englehardt).

Master of Public Administration degree, 1984, University of North Carolina at Chapel Hill; emphasis on local government management and finance, minor in planning (Final Project: *Energy Contingency Planning*; Advisor Deil S. Wright).

Bachelor of Science, Civil Engineering, 1982, University of Cincinnati; concentration in construction project management and concrete design; strong emphasis in water and sewer system design and treatment, traffic engineering and planning.

EMPLOYMENT EXPERIENCE

8/05 to date: Florida Atlantic University – Associate Dean for Undergraduate Studies and Community Outreach (June 2018 - date), Professor (August 2017 – date), Associate Professor (August 2011 - August 2017), Assistant Professor (August 2005 - August 2011), Department of Civil Engineering (Adjunct Professor in August, 2004 - August, 2005)

Classes taught:

		Times
Classes Taught	Descrip	Taught
Environ Systems Modeling	ENV 6025	9
Civil Engg Design 2	CGN 4804	36
Civil Engg Design 1	CGN 4803	35
Environ. Systems Processes	ENV 6668	4
Hydrology	CWR 4202	1
Water Resource Systems	CWR 6818	1
Water/ Wastewater Treatment		
Technology	ENV 4514	30
Groundwater Contamination	CWR 6708	1
Infrastructure Management	CGN 6930	4
Hydaulics	CWR 3201	9
Subdivison Design	CGN 4930	1
Digital Drafting	CGN 2327	5
Intro to Env. Engineering	ENV 3001	8
Project Management	CGN 6930	21
		165

Research issues include water resource issues associated with public infrastructure system management, watershed management, water resource management, utility finance and management, waste disposal, including injection wells, membrane concentrate management, water conservation practices, wastewater disposal practices, risk assessments, endocrine disruptor impacts and nutrient impacts in the coastal water of SE Florida (over \$885,000 in research in 5 years).

Titl	e of Research	Funding Agency	PI (Co-PI)	Period	Amount
[1]	"Green Lodging Performance Measures Phase 3"	Florida Department of Environmental Protection	Meeroff (Scarlatos)	2008	\$8,206
[2]	"Taylor County Beaches Seasonal Water Quality Impacts"	Florida Department of Environmental Protection	Meeroff (Bloetscher)	2007-2008	\$23,891
[3]	"Taylor County Source Tracking: Seasonal Variability Study"	Florida Department of Health	Meeroff (Bloetscher)	2007-2008	\$13,960
[4]	"Determination of Water Use Profiles for Water Conservation"	Broward County Water and Wastewater Services	Bloetscher Meeroff	2007-2008	\$150,000
[5]	"Boynton Inlet Water Quality Testing Phase 2"	Hazen and Sawyer, P.C.	Bloetscher (Meeroff)	2006-2007	\$6,800
[6]	"Water Quality Review, Membrane System Pre- Qualification Document Preparation, Membrane Testing and Selection"	Camp, Dresser, and McKee	Bloetscher (Meeroff)	2006-2007	\$67,287
[7]	"Publix Waste Management Project"	Publix Supermarkets	Berry (Meeroff, Bloetscher)	2006-2007	\$204,176
[8]	"Boynton Inlet Water Quality Testing Phase 1"	Hazen and Sawyer, P.C.	Bloetscher	2007	\$9,704
[9]	"Dania Beach Membranes"	Dania Beach	Bloetscher (Meeroff)	2006	\$6,234
[10]	"CoQuina Desalination Plant"	Malcolm Pirnie	Bloetscher	2008	\$30,153
[11]	"EcoWave Evaluation"	Ecowave	Bloetscher	2009	\$3,000

Titl	e of Research	Funding Agency	PI (Co-PI)	Period	Amount
[12]	"Evaluation of Coastal Discharges"	FWEA	Bloetscher (Meeroff)	2009	\$25,000
[13]	"Southeast Florida's Resilient Water Resources: Adaptation to Sea Level Rise and Other Impacts of Climate Change"	National Commission on Energy Policy.	(Bloetscher, Meeroff, Heimlich)	2009	\$75,000
[14]	"Development of a Methodology for the Assessment and Mitigation of Sea Level Rise Impacts on Florida's Transportation Modes and Infrastructures"	FDOT	Berry (Bloetscher, Rodriguez, Kaisar)	2010-2011	\$149,071
[15]	"CoQuina Desalination Plant Ph 2A"	Malcolm Pirnie	Bloetscher	2011	\$17,000
[16]	"Pembroke Pines Reverse Osmosis Treatment of Wastewater"	Calvin Giordano & Associates	Bloetscher	2010-2011	\$56,000
[17]	"FHWA Pilot Study - Tampa Bay"	FHWA/Jacobs Engineering	Bloetscher	2013-2015	\$13,000
[18]	"Impact of Climate change on vulnerable Populations- Public Health Perspective"	Kresge Foundation/Florida Institute for Health Innovation	Bloetscher	2014-2015	\$150,000
[19]	"Stormwater Research and Vulnerability Planning"	Town of Davie	Bloetscher	2014-2015	\$86,000
[20]	"Stormwater Master Planning and Vulnerability Assessment Ph 1"	City of West Palm Beach/Chen-Moore	Bloetscher	2014-2015	\$32,000
[21]	"Evaluation of Cooling System Fouling"	NEFCO	Bloetscher, Meeroff	2016	\$30,000
[22]	"Adaptation Design and Planning Tool"	SeaGrant	Huber, Mitsova, Bloetscher	2017-2018	\$75,000
[23]	"South Florida Regional Planning Council Transit Oriented Development Study - Assessment of Infrastructure for TOD zones – Brightline Corridor	South Florida Regional Planning Council	Renne, Bloetscher	2018-2019	\$90,000

Title of Research	Funding Agency	PI (Co-PI)	Period	Amount
[24] "Workshop: Electron Beam Technical Conference Focused on Science, Applications, and Design Considerations"	NSF (1635881)	Bloetscher	2016-2018	\$49,500
[25] "Dania Beach Mobility Study"	City of Dania Beach	Bloetscher	2019-2021	\$116,000
[26] "Watershed Management Planning"	Division of Emergency Management	Bloetscher, Yong, Meeroff, Nagarajan, Su, Mitsova, Zhang, Liu, others	2019-2021	\$1,677,000
[27] "Addressing 21st Century Challenges: Linking the Humanities to Interdisciplinary and General Education Courses and Pathways"	National Endowment for Humanities	Meeroff, Bloetscher	2021-2022	\$197,741
[28] "Visualizing Sea Level Rise in West Palm Beach"	City of West Palm Beach	Renne, Bloetscher	2021-2023	\$400,000
			Grand Total:	\$3,731,723

8/01 to 12/05: University of Miami – Adjunct Faculty, Department of Civil, Architectural and Environmental Engineering; teaching introduction to environmental engineering, water and wastewater treatment, water treatment unit process design, engineering costs and economics, senior design to undergraduate and graduate students.

7/00 to date: President and owner, Public Utility Management and Planning Services Inc., a consulting firm dedicated to evaluation of water, sewer and stormwater utility systems, needs assessments, condition assessments, strategic planning, capital improvement planning, interlocal agreement recommendations, bond document preparation, consultant coordination, permitting and implementation of capital improvement construction. Contracts for which work has been done include: obtaining SRF loans, tracking SRF loans and documents, water, stormwater and wastewater facilities planning, relative risk assessment of wastewater disposal options, evaluation of effluent toxicity, investigation of endocrine disruptors in surface water and wastewater, set-up of utilities (water, sewer and stormwater), policy guidance, ocean environmental issues, water, sewer and stormwater utility finance

11/02 - 4/03: University of North Carolina at Chapel Hill; Institute of Government, guest lecturer on utility finance issues.

5/99 to 10/00: Director of Engineering, Operations and Planning, Florida Governmental Utility Authority, Dania Beach, Florida. Responsible for oversight of 5 utility systems totaling 25,000 customers in 6 Florida counties as a result of acquisition of utility systems from a private utility provider in Florida. FGUA has 23 water and wastewater treatment facilities. FGUA is a new organization and this position required the ability to initiate engineering, rate and operations contract processes, develop appropriate contract documents, policies, and procedures, oversee extensions to the systems and the appropriate documents, regulatory compliance oversight, supervision of \$12 million operations contract. Included in the duties of the position are the development and implementation of the strategic plan and capital improvement program, development of interlocal agreements and utility transition plans, financial analyses, utility acquisition and evaluation services and general policy perspectives to non-elected Board of Directors.

9/94 to 5/99: Deputy Public Utilities Director, City of Hollywood, Florida. Responsible for oversight of \$100 million capital improvement program, including upgrades to 42 MGD wastewater treatment plant, 18 MGD membrane softening/reverse osmosis upgrade to 37.5 MGD water treatment plant, stormwater planning and upgrade designs, and installation of reuse system, permitting of facilities, regulatory compliance and utility planning. Direct supervision of 27 professional employees in 176 person department. Supervised analysis of rates and bulk users, including negotiations with Broward County for bulk sale of water and joint infrastructure construction. Evaluated creation of South Broward Utility District as regionalization initiative. Obtained SFWMD matching grant for salinity barrier pilot project using reclaimed water for barrier.

Completed the following: Financial plan and policy for the Public Utilities Department, including revised rate ordinances, impact fee ordinances and policy documents; Integrated Resource Plan, Salinity Barrier permitting, water and sewer extension ordinance; cross connection control policy; comparative water quality analysis; capital improvement project procedures manual; annual report of activities; chlorine hazard assessment analysis; and outsourcing of meter reading and billing programs; survey of utility customers for service.

6/89 - 9/94: Assistant Utilities Administrator, Collier County, Florida. Responsible for strategic master planning, private utility evaluation, utility acquisitions, implementation of \$100 million capital improvements program, including design and construction of new 12 MGD (expandable to 20 MGD) membrane softening water treatment plant, water transmission pipelines from 12 to 42 inches in diameter, wastewater treatment plant expansion and process conversion, master wastewater pumping stations, sewage force mains from 12 to 24 inches in diameter, effluent reuse program improvements (golf courses), water storage tanks and aquifer storage and recovery program (NaCO Award); oversaw management and budgeting of Engineering, Water, Wastewater and Finance Departments under Utilities Administrator; coordination of two bond sales (\$55 million and \$13 million), including presentations to rating agencies; wrote engineer's report for 1993 Series refunding issue (\$64.5 million) with associated discussions with rating agencies resulting in improved rating; negotiation of utility agreements with developers and private utilities for takeover and private/public partnership of infrastructure installations.

Completed the following: utility evaluations for Marco Island, Eagle Creek, Golden Gate City, Rookery Bay, Pelican Bay and North Naples utility systems (private sector utilities to be merged with the Collier County system - NACo Award); "How to Deal with Private Sector Utilities in Collier County" document indicating strategies for the Board of County Commissioners to work with or take over private sector utilities strategy for Marco Island private utility issues; transition of North Naples Utilities, Pelican Bay District and Naples Production Park utility systems to the County system; 1990 Rate Study (with consultant); water and sewer extension policy; backflow program description, ordinance, procedures manual and explanatory document for Board of County Commissioners; rewrite of water and sewer elements of Growth Management Plan; revised impact fee ordinances (with financing provisions - NACo Award) and methodology for collection; standardized professional service agreement (negotiated with private sector - NACo Award), standardized construction documents (NACo Award), standardized utility specifications (NACo Award), Capital Projects Procedures Manual; Sewer Use Ordinance; Lead and Copper Corrosion Control Study; Water Resource Management/Conservation Plan (NACo Award); Annual Report on Services of Utilities Division (NACo Award).

Initiated the following: Utilities Division Newsletter (NACo Award).

Designed the following: 24,100 feet of large diameter water mains; 3500 feet of roads; interim expansion to regional water treatment plant (NACo Award), 21,000 feet of large diameter water mains; finished water mixing study.

3/92 - 9/92: Management consultant to Collier Naplescape '90's, Inc., a not-for-profit private/public partnership dedicated to the landscaping of medians and public areas within Collier County and the City of Naples through capitalization of beautification projects that are maintained municipally; advised Executive Director in compilation of regional beautification plan, including identification of utility and roadway conflicts with proposed landscaping improvements.

1/92 - 6/92: Management Consultant to law firm of Nabors, Giblin and Nickerson, Tallahassee, Florida; performed evaluation of merger of City of Okeechobee and Okeechobee County water and sewer systems into a utility authority and recommended management options.

8/86 - 6/89: Director of Public Works/Administrator, Richlands, North Carolina; Chief Executive Officer responsible for daily operation of Town of Richlands, public works functions: water and sewer, engineering, planning, personnel administration, sanitation, budgeting and finance, and interaction with Board of Aldermen and advisory boards.

Completed the following: Five Year Capital Improvements Program; Water and Sewer Rate Study; extension of utility services outside corporate limits, Code of Ordinances; Personnel Policy, Purchasing Policy and Manual; standardized water and sewer technical specifications; standardized roadway specifications; two annexation reports and subsequent annexation of both areas; 2 Community Development Block Grant Applications (with consultant - both funded); 201 Study (with consultant); Beautification Ordinance (which led to Tree City USA awards); Loss Control and Safety Policy; water and sewer extension policy; annual budgets for FY

1986, 1987, 1988 and 1989; personally supervised the installation of 9400 feet of water lines, 1400 feet of sewer lines, curbing and drainage improvements.

Initiated the following: work order tracking system; purchasing system; standardization of Board of Aldermen agenda packets; Tree City USA program.

Designed the following: 11,400 feet of water main improvements; 10,700 feet of sewer line improvements.

7/87 - 12/87: Management consultant to Town of Swansboro, North Carolina; completed Five Year Capital Improvements Program and designed 1500 feet of water line improvements and appurtenances.

7/85 - 7/86: Town Manager, Erwin, North Carolina; Chief Executive Officer responsible for daily operation of Town of Erwin, including public works, water and sewer, engineering, planning, personnel administration, public safety, budgeting and finance, library, parks and recreation and interaction with Board of Commissioners and seven advisory boards.

Completed the following: Five Year Capital Improvements Program; Five Year Financial Plan and Forecast; personnel policy and comprehensive job classification/pay plan; standard water and sewer technical specifications; water and sewer extension policy; annexation reports for East Erwin/Wondertown area (annexation occurred in 1986), Gentry School area and industrial park (annexations occurred in 1987); subdivision regulations; economic development study (jointly with NC Division of Community Assistance); mobile home ordinance; purchasing manual; annual budgets for 1985 and 1986.

Initiated: central request program (work orders); procedures for inspection of water and sewer lines; Tree City USA program.

8/83 - 7/85: Utilities Civil Engineer, Public Utilities Department, City of Jacksonville, North Carolina; supervised design and inspection of water and sewer lines constructed by both City and developers; responsible for contract administration on all city-funded water and sewer projects; revised standard water and sewer technical specifications; reviewed all utility improvement designs for conformance with City codes, policies and requirements; prepared cost estimates for all City projects and for letters of credit guarantees for developer funded infrastructure. Total responsibility of 50 projects with a value in excess of \$15 million.

Designed the following: 14,100 feet of water and sewer line improvements for installation by contractors or City crews.

PROFESSIONAL MEMBERSHIPS

Advisory Committee on Water Information (ACWI – advises the United States Geological Survey) 2006 – 2015

American Water Works Association (1986 to date)

Water Resource Division Trustee (2003 to date -Vice Chair, 2004 to 2007, Chair 2007 – 2010, Chair Sustainable Water Sources Conference, Reno, 2008) Groundwater Committee (1994 to date, Chair - 1994 to 1998, 2009 to 2013, 2018-date)

- completed revision to M21 v. 3, v. 4, M63 v. 1, M73 v.1)

ASR Committee (1995 to date)

Annual Conference Program Committee (1996 to date)

Technical and Education Council (2007 – 2018),

TEC Education subcommittee (2007-2010, 2012-2018, Chair, 2010)

Water Distribution Design and Construction Committee (Chair 2016 – 2019) Section Subcommittee for TEC (2010 - date) University Student Activities Committee (2006- 2012) Climate Change Committee (2010-date)

Florida Section American Water Works Association (1989 to date, Trustee, 2014 - 2017, Secretary 2017 - -2018, Vice Chair, 2019, Chair Elect, 2019)

Technical Program Chair (2004 - date)
Water Management District Review Committee (1995 to 1997)
Reuse Committee (1995 to 1997)

South Florida Water Management District

Utility Advisory Committee, SFWMD (1994 to 1999)

Chairman, 1997-1999 Vice Chairman, 1996 Reuse Subcommittee (Chairman, 1995 to 1997)

LEC Peer Review Sub-committee, SFWMD (1997 to 1999)
SFWMD Alternative Water Supply Grants Committee (1996 to 1999)
Lower West Coast Water Supply Committee - SFWMD (1992 to 1994)

Water Environment Federation (1988 to date)

American Society of Civil Engineers – Diplomate 2007

LICENSES AND CERTIFICATES

Professional Engineer's License (North Carolina, Florida, South Carolina, Georgia, Utah, Colorado, Michigan and Ohio).

North Carolina General Contractor's License (Public Utilities - #22775)

LEED - AP

Grade A Water Distribution System Certificate (North Carolina - #4138) Grade B Water Plant Operator's Certificate (North Carolina - #4138) Grade III Water Pollution Control Operator's Certificate (North Carolina - #8967) Grade 4 Collection System Operator's Certificate (North Carolina - # 13150)

AWARDS

Presidential Award for Community Outreach – Florida Atlantic University, 2018

Change Agent of the Year Faculty Award, FAU, 2017

Distinguished Educator of the Year Award, Engineers, Council, 2017

Alan B. Robertson Award, FSAWWA 2015.

Florida Engineering Society Broward – Technical Service Award - 2015

FSAWWA Executive Committee Award - 2014

Oasis Award - AWWA - 2014

NCEES Student Profession Partnership Grand Award 2012

Talon Faculty Award for Leadership – Florida Atlantic University, 2012

Volunteer of the Year Award, American Water Works Association (inaugural), 2011

Robert Claudy Award, Florida Section, American Water Works Association, 2011

TIAA-CREF Leadership Award, Florida Atlantic University, 2010

Best Paper Award - FSAWWA Annual Conference 2006, 2008, 2010, 2015, 2016, 2018

MAC Council Best Chair Award (Chair of Technical Program FSAWWA conference), 2006

University of Miami – Fifth Annual Graduate Student Research and Creativity Forum – Engineering and Biomedical Division - 1st place for research, 2001

13 National Association of Counties (NACo) Achievement Awards (1990-1994):

Managing Consultants to Achieve Infrastructure Needs
Managing Construction Contracts
Impact Fee Financing
Reducing Engineering Costs
Managing Construction in Growth Environments
Improved Customer Service via Better Employee
Communication (Utilities Newsletter)

Potable Aquifer Storage and Recovery
4 MGD Split Treatment Expansion
Water-Sewer District Annual Report
North County Regional Water Treatment Plant design
Evaluation of Private Sector Utilities in Collier County
Water Resource Management/Conservation Plan

PUBLICATIONS

BOOKS:

- 1. Bloetscher, Frederick; Muniz, Albert; Largey, John (2022), *Siting, Drilling and Constructing Wells*, v2, AWWA, Denver, CO.
- 2. *Manual M-21 v. 5 Groundwater* (2022), primary editor and author for manual or practice, American Water Works Association, Denver, CO.
- 3. Bloetscher, F. (2022). "Applications for Hierarchical Predictive Bayesian Methods," in *Bayesian Inference* (ISBN 978-1-80356-045-8), Intechopen.com
- 4. AWWA, (2022). *Manual M-73 Groundwater Management*, 1st edition (2022), primary editor and author of 5/8 chapters of book, American Water Works Association, Denver, CO.
- 5. Bloetscher, F. (2021). Engineering Ethics and Responsibility, JRoss, Plantation, FL.
- 6. Bloetscher F. (2020), "Identification of Physical Transportation Infrastructure Vulnerable to Sea Level Rise" in New Ideas Concerning Science and Technology, B P International, London, UK
- 7. Bloetscher, F. (2019), Infrastructure Management, JRoss, Plantation, FL.
- 8. Bloetscher, F. and Meeroff, D.M. (2015) *Practical Design Concepts for Capstone Engineering Design*, JRoss, Plantation, FL.
- 9. Bloetscher, F., Berry, L.; Moody, K. and Hammer, N.H., (2013) Chapter 6 Climate Change and Transportation in the Southeast USA, in. Eds: Ingram, K., K. Dow, L. Carter, J. Anderson, eds. 2013. *Climate of the Southeast United States: Variability, change, impacts, and vulnerability*. Washington DC: Island Press.
- 10. Bloetscher, F. (2011), *Utility Management for Water and Wastewater Operators*, AWWA, Denver,
- 11. Bloetscher, F. editor (2010), Sustainability Compendium, AWWA, Denver, CO.
- 12. Bloetscher, Frederick (2009), *Water Basics for Decision Makers: What Local Officials Need to Know about Water and Wastewater Systems*, America Water Works Association, Denver, CO.
- 13. Bloetscher, Frederick; Muniz, Albert; Largey, John (2008), *Siting, Drilling and Constructing Wells*, AWWA, Denver, CO.
- 14. Tsang, C-F and Apps, J.A. eds. (2006). *International Symposium Underground Injection Science and Technology, Developments in Water Volume* 52, Elsevier, Amsterdam, Netherlands Muniz, A.; Tobon, M.; And Bloetscher, F., two chapters, Chapter 4 and Chapter 8 "Use of Class I Injection Wells Provide an Economical and Environmentally Sound Approach for Effluent and Concentrate Management," "How and When Will Impacts be Regulated?"
- 15. Bloetscher, Frederick; Muniz, Albert; and Witt, Gerhardt M. (2005), *Groundwater Injection: Modeling, Risks, and Regulations*, McGraw-Hill, New York, NY.
- 16. *Manual M-63 v. 1 Aquifer Storage and Recovery* (2014 pub. date), primary author and editor for manual or practice, American Water Works Association, Denver, CO.
- 17. *Manual M-21 v. 4 Groundwater* (2013), primary editor and author for manual or practice, American Water Works Association, Denver, CO.

18.	Manual M-21 v. 3 – Groundwater (2003), primary editor and author of 4/11 chapters of book, American Water Works Association, Denver, CO.							

Daniel E. Meeroff, Ph.D., E.I.

Professor &, Department of Civil, Environmental & Geomatics Engineering Interim Dean of Undergraduate Students, Florida Atlantic University Director, Laboratories for Engineered Environmental Solutions (Lab.EES)

1. Education

Ph.D. in Civil Engineering, Environmental Engineering Emphasis University of Miami, Coral Gables, FL (December 2001)

Master of Science in Civil Engineering, Environmental Engineering Emphasis University of Miami, Coral Gables, FL (August 1997)

Bachelor of Science in Environmental Science Florida Institute of Technology, Melbourne, FL (May 1995)

2. Academic experience

2013 – present	Professor & Associate Chair, Department of Civil, Environmental & Geomatics
	Engineering, College of Engineering and Computer Science, FAU
2008 – 2013	Associate Professor with tenure, Department of Civil, Environmental & Geomatics
	Engineering, College of Engineering and Computer Science, FAU
2003 – present	Director, Laboratories for Engineered Environmental Solutions
2003-2008	Assistant Professor, Department of Civil Engineering, College of Engineering and
	Computer Science, FAU
2001 – 2003	Adjunct Professor/Instructor/Post-Doctoral Research Fellow, Department of Civil,
	Architectural, and Environmental Engineering, University of Miami
1997 – 2001	Doctoral Research Fellow, University of Miami, Coral Gables, FL
1993	Laboratory Research Chemist, Harbor Branch Oceanographic Institution, Ft. Pierce,
	FI

3. Non-academic experience

Engineering Consultant, Montgomery Watson, Sunrise, FL
 Consultant, Florida Governmental Utility Authority, Tallahassee, FL

4. Certifications or professional registrations

Engineer Intern. State of Florida Board of Professional Engineers.

License #: 1100003721 (September 1998).

- 5. Current membership in professional organizations
- Florida Water Environment Association, member since 1995
- Tau Beta Pi, member since 1998
- Water Environment Federation, member since 1995

6.

7. Honors and awards

- Distinguished Engineering Educator of the Year Award, The Engineer's Council, 2019
- Florida Atlantic University Excellence and Innovation in Undergraduate Teaching Award, 2017

- Florida Atlantic University Distinguished Research Mentor of the Year, 2015
- John J. Guarrera Engineering Educator of the Year Award, The Engineer's Council, 2014
- Florida Atlantic University Distinguished Teacher of the Year, 2014
- Quality Matters Seal of Recognition for eLearning, EGN2095-Engineering Chemistry, 2013
- NCEES Engineering Award \$25,000 Winner, Dania Beach Nanofiltration Plant Expansion, 2012
- Florida Atlantic University Excellence and Innovation in Undergraduate Teaching Award, 2011
- Florida Tech Sports Hall of Fame Inductee, 2008
- FAU Researcher of the Year Award Nominee (Assistant Professor Level), 2006
- Florida Atlantic University College of Engineering Dean's Award, 2004
- Florida Water Environment Association, Service Award, 2004, 2005, 2006, 2007
- WEF Student Paper Competition, Masters Category, 1998

8. **Service activities** (within and outside of the institution)

- College of Engineering and Computer Science Undergraduate Committee Chair (2013–Present)
- FAU Community Engagement Task Force, College of Engineering and Computer Science Faculty Liaison (2017 Present)
- FAU Undergraduate Programs Committee (2013 Present)
- FAU eLearning Steering Committee Member (2011 Present)
- FAU Intercollegiate Athletics Committee (
- Faculty Co-Advisor. Tau Beta Pi Engineering Honor Society (2005 Present)
- Faculty Advisor. Florida Water Environment Association Student Chapter (2003 Present)
- FAU Quality Enhancement Plan Steering Committee and College of Engineering and Computer Science Faculty Liaison (2011 Present)
- Chair of Environmental Engineering Faculty Search Committee (2019)
- Chair, Curriculum Development Committee for Ph.D. in Transportation and Environmental Engineering (2017-Present)
- Chair, Curriculum Development Committee for Environmental Engineering Bachelor's Degree Program (2010-2016)
- College ABET Task Force Member (Fall 2013 Present) for three programs
- Editorial Board Member, International Journal "Archives of Hydrosystems Engineering" Maney Publishers. Topics include: surface water systems, groundwater systems and remediation, water distribution systems, urban drainage systems, irrigation systems, stormwater management, floodplain management, water supply and wastewater treatment, desalination, economics for hydrosystems (2011-present)

9. Selected publications (of 130)

- Meeroff, D.E., Bloetscher, F., & Shaha, B. (2019). Economics of wastewater/biosolids treatment by electron beam technology. *Radiation Physics and Chemistry*, 108541.
- Meeroff, D.E., Shaha, B.N., Bloetscher, F., Esiobu, N., Mercer, B., McQuorcodale, and Bennett, M. (2019). Characterization of biofilms and mineralogical scale in underground injection well disposal of landfill leachate and industrial wastewater streams, *Journal of Geoscience and Environment Protection*, 7(11), 69-91.
- Meeroff, D.E., Chamely-Wiik, D., Schneider, K.R., Kwochka, W.R., Marques Frazier, E., Merritt, J.B., Aldarondo-Jefferies, M., and Morrison-Shetlar, A. (2019). Work in Progress: A Transferable Model to Improve Retention and Student Success in STEM through Undergraduate Research (NSF LEARN

- Consortium). 2019 American Society of Engineering Educators Annual Conference & Exposition, Tampa, FL.
- Shaha, B.N., Meeroff, D.E., Kohn, K., Townsend, T.G., Mayer, N., Schultz, R., and Telson, J. (2019). Effect of electronic water treatment system on calcium carbonate scale formation in landfill leachate collection piping." *Journal of Environmental Engineering*, Volume 145(9), 04019052 1-9.
- Bloetscher, F., Meeroff, D.E., and Phonpornwithoon, P. (2019). Assessing risk of injection of reclaimed water into the Biscayne aquifer for aquifer recharge purposes. *Journal of Geoscience and Environment Protection*, 7(7), 184-201. https://doi.org/10.4236/gep.2019.77013.
- Bloetscher, F., Meeroff, D.E., Roblyer, J., & Prymas, A. (2018). Algal Control in Warm Weather Pond Using EMOH Device. *Journal of Environmental Protection*, 9(08), 882-894.
- D.E. Meeroff, Lakner, J., Shaha, B., Walecki, E., Harris, A., & Meyer, L. (2016). Futuristic On-Site Leachate Management. In World Environmental and Water Resources Congress 2016 (pp. 1-10).
- D.E. Meeroff, F. Bloetscher, D. V. Reddy, F. Gasnier, S. Jain, A. McBarnette and H. Hamaguchi (2012).
 "Application of photochemical technologies for treatment of landfill leachate," *Journal of Hazardous Materials*, Volume 209–210, pp. 299–307.
- Englehardt, J. D., Deng, Y., Meeroff, D., Legrenzi, Y., Mognol, J., & Polar, J. (2006). Options for managing municipal landfill leachate: year 1 development of iron-mediated treatment processes. Florida Center for Solid and Hazardous Waste Management, Florida.
- Meeroff, D. E., & Teegavarapu, R. (2010). Interactive decision support tool for leachate management. Gainesville, FL: Hinkley Center for Solid and Hazardous Waste Management. http://www. hinkleycenter. org/images/stories/Meeroff_INTERACTIVE_DECISION_SUPPORT_TOOL. pdf.
- Meeroff, D. E., & McBarnette, A. (2011). Energized processes for onsite treatment of leachate. Gainesville, FL.
- Meeroff, D. E., Gasnier, F., & Tsai, C. T. (2006). Investigation of Energized Options for Leachate Management: Photochemical: Iron-Mediated Aeration Treatment of Landfill Leachate.

10. Membership in Professional Organizations

- American Chemical Society, member from 1993-1995
- American Society of Civil Engineers, member since 2003
- American Society of Testing and Materials, member since 2008
- American Water Works Association, member since 1995
- Florida Water Environment Association, member since 1995, served as President of the University of Miami Student Chapter from 1996-1998
- National Ground Water Association, member from 1994-1996
- Tau Beta Pi, member since 1998
- Water Environment Federation, member since 1995

James Barton, P.E. President Florida Technical Consultant LLC

Professional Summary

James is the primary project contact for FTC and provides all project management functions, program development, GIS utility data build and on-site training. His background experience covers all program components with 20 years experience in engineering design and project management of water, sanitation and stormwater programs. These include water resources, infrastructure, rehabilitation, GIS implementation, environmental engineering, utilities and road construction. James has routinely integrated GIS technology with engineering, developing software tools to assist in system modeling, design, and construction administration. Since becoming an ESRI authorized GIS Trainer in 2003, he has provided training to over 75 students in various organizations and disciplines. His specialty is training for people specializing in utilities, public works and engineering as well as providing training for people with fire, police and city and county administrations.

Education

B.Sc. Civil Engineering, Queen's University, Kingston, Ontario, Canada - 1990

Professional Experience

President/Principal Engineer - Florida Technical Consultants, Boynton Beach, FL 2014 to present (8 years)

Senior Engineer - Chen Moore & Associates, Ft. Lauderdale, FL 2001 to 2014 (13 years)

Water Engineer - CARE Canada/Unicef/US AID, Mozambique and Angola, Africa 1991 to 2001 (9 years)

Registration

Professional Engineer, State of Florida, 2003 (#59257)

<u>Affiliations</u>

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
Florida Engineering Society (FES)
Urban and Regional Information Systems Association (URISA)

Certifications

ESRI Authorized GIS Trainer LEED Accredited Professional

Teresa Chapman, Project Manager Florida Technical Consultants LLC

Professional Summary

Teresa has over 8 years of engineering and GIS implementation experience. In her capacity as Project Manager with FTC, she has utilized GIS in real-world engineering situations to improve informational management and decision support for both clients and their engineers. Teresa supports the data collection, tracking and analysis functions of her team for multiple municipalities and has performed utility design, permitting, bidding assistance and construction administration services throughout her career. She also has experience in water resources, sanitary sewer systems, infrastructure rehabilitation, and road construction and continues to expand her knowledge base.

Education

B.Sc. Ocean Engineering, Florida Atlantic University, Boca Raton, FL - 2010

Professional Experience

Project Manager - Florida Technical Consultants, Boynton Beach, FL 2019 to present (3 years)

Associate Engineer - Chen Moore & Associates, West Palm Beach, FL 2013 to 2018 (5 years)

Affiliations

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
Florida Engineering Society (FES)
International Propeller Club of the United States
Palm Beach Countywide GIS Forum

Certifications

InfoWater Training Certificate Stormwater Management Inspector MOT

Monica Shaner, P.E., Senior Engineer Florida Technical Consultant LLC

Professional Summary

Monica is a Civil Engineering graduate of Florida Atlantic University with over 15 years of experience as an engineer. Prior to joining FTC she was the Water Utility Director at South Martin Regional Utility managing a 9,000+ regional user accounts with a 30-employee department which included administrative staff, infrastructure field staff, water and wastewater operators.

Education

B.Sc. Civil Engineering, Florida Atlantic University, Boca Raton, FL - 2005

Professional Experience

Senior Engineer - Florida Technical Consultants, Boynton Beach, FL 2021 to present (1 year)

Water Utility Director - South Martin Regional Utility, Stuart, FL 2016 to 2021 (5 years)

Utility Engineer - City of Lake Worth, Lake Worth, FL 2014 to 2016 (2 years)

Registration

Professional Engineer, State of Florida, (#72220)

Affiliations

American Society of Civil Engineers (ASCE) American Water Works Association (AWWA) Southeast Florida Utilities Council Southeast Desalination Association





City of Hollywood Solicit	ation No. and Titl	e: RFQ 471	7-22-OT Engine	ering Consu	Iting Services fo	or Infiltratio	n and Inflow (&I) Program			
Reference for:	Public	Utility Manag	gement and Pla	nning Servic	ces Inc.					
Organization/Firm Name	providing referen	nce: Jeff C	Odoms							
Organization/Firm Contact Name: City of Hallandale Beach Title: Public Utilities Director										
Email:		ns@Hallanda	lebeachfl.gov		Phone: (9	54) 457-16	69			
Name of Referenced Proj	Name of Referenced Project: Hallandale Beach Inflow and Infiltr. Corr. Contract No: n/a									
Date Services were provide	Comp	lete except la		Project			JMPS plus \$1.8M SRF			
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Date Services were provide	ded.			Project			PS plue \$60K to 11991 plue \$1.8N			
Date Services were provided: Referenced Vendor's role in Project: Project Amount: 2018-2021, next phase starting Project Amount: 34,500 to PUMPS plus \$60K to USSI plus \$ Subcontractor/Subconsultant										
Would you use the Vende	or again?	Yes				No. Please s	pecify in additional comments			
~										
Description of services pr	rovided by Vendor	:								
Prime consultant selec	cted to lead and p	provide eng	gineering servi	ices to ov	versee smok	e testing,	Manhole sealing,			
Manhole inspection w	ork by USSI. Ove	rsaw midni	ght monitorin	g report	for infiltration	n investig	gation, created SSES,			
cost estimates. Overs	aw infiltration co	rrection co	ntract by AIT.	Reducti	on of flows a	t WWTP I	oy nearly half			
							~			
Please rate your experien	ce Need Imp	rovement	Satisfacto	ory	Excell	ent	Not Applicable			
with the Vendor										
Vendor's Quality of Servi	ice	* 1								
a. Responsive]								
b. Accuracy]								
c. Deliverables]		~	B					
Vendor's Organization:						/				
a. Staff expertise		3								
b. Professionalism]	. 🗆		<u>I</u>					
c. Staff turnover]			Ø	,				
Timeliness of:				Α		/				
a. Project]			Ø	/				
b. Deliverables]			D'					
	•						V.			
Additional Comments: (p				_	/ \					
THEU	WINIT a	ZEUF	a all	BEY	chi s					
	, , ,				, , ,					
		THIS SECT	TON FOR CIT	Y USE O						
Verified via:	Email:		Verbal:		Mail:					
Verified by:	Name:				Title:					
Department: Date:										



City of Hollywood Solicita	ation No. and Title	RFQ 471	7-22-OT Engine	ering Consu	Iting Services f	or Infiltratio	on and Inflow (&I) Program		
Reference for:	Public U	——— Jtility Manag	gement and Plai	nning Servic	ces Inc.				
				_					
Organization/Firm Name	providing referen	ice: City o	f Margate, Depa	irtment of E	Environmental a	and Enginee	ring Services		
Organization/Firm Contact Name: Curt A. Keyser, P.E. Title: Director									
Email:	ckeyse	r@margatef	l.com	_	Phone: 95	54-884-363	1		
Name of Referenced Project: Margate Smoke Testing/SSES Contract No: n/a									
Date Services were provide	led: Ongoir	ng Winter 20	22	Project	Amount: \$1	.3,500			
Referenced Vendor's role	in Project:	Prime Ver	ndor	_		Subcontra	actor/ Subconsultant		
Would you use the Vendo	or again?	Yes				No. Please s	pecify in additional comments		
Description of services pr	ovided by Vendor	:							
Providing engineer	ring services to ov	ersee smc	ke testing, N	lanhole s	ealing, Manh	ole inspe	ction work by		
contractor. Oversa	w midnight moni	toring rep	ort for infiltra	tion inve	stigation, cre	eating SSE	S, cost estimates,		
flows									
Dlassa nata waxa armanian	as Need Imm		Catiofae	t a 1111	Excel	lant	Not Applicable		
Please rate your experient with the Vendor	ce Need Imp	rovement	Satisfac	tory	Excel	ient	Not Applicable		
Vendor's Quality of Servi		_				<u> </u>			
a. Responsive									
b. Accuracy									
c. Deliverables		1							
Vendor's Organization:		_				1			
a. Staff expertise						•			
b. Professionalism c. Staff turnover						<u> </u>			
		,							
Timeliness of:						1			
a. Project b. Deliverables						<u> </u>			
b. Deliverables		1							
Additional Comments: (p	provide additional	sheet if nec	essarv)						
Transmit Comments (
	****	THIS SECT	TION FOR CI	TY USE O	NLY****				
Verified via:	Email:		Verbal:		Mail:				
Waste allow	Name:		1		Title:	1			
Verified by:	Department:				Date:				



City of Hollywood Solicita	tion No. and Title	RFQ 4717	7-22-OT Enginee	ering Consul	ting Services fo	or Infiltratio	n and Inflow (I&I) Program	
Reference for:	Public Utility Management and Planning Services Inc.							
Organization/Firm Name Organization/Firm Conta Email: Name of Referenced Proje Date Services were provid Referenced Vendor's role Would you use the Vendo Description of services pr Oversaw midnight	ct Name: City of mario cct: St Clouded: Winter again?	St. Cloud, Ft. rie.craig@stcl ud Smoke Tes rr, 2021 Prime Ven Yes	dor	Con Project	Phone: 40 tract No: \$4 Amount: \$4	7-957-7104 68,006.93 Subcontrac No. Please sp	ctor/ Subconsultant ecify in additional comments	
Please rate your experience with the Vendor Vendor's Quality of Servi		rovement	Satisfact	ory	Excell	ent	Not Applicable	
a. Responsive		3			<u> </u>		0	
b. Accuracy					#			
c. Deliverables]			3		0	
Vendor's Organization:								
a. Staff expertise		<u> </u>			3		0	
b. Professionalism					22			
c. Staff turnover		1			2			
Timeliness of:								
a. Project		J						
b. Deliverables]			C			
Additional Comments: (p This consultant performed out was critical to our favorable di for rehab, and sewer laterals fe lining and lateral lining contrat dishes, installed cleanouts at t system. Staff remarked on the	standing work and provocusions with FDEP on or replacement, and se- ts in place to line critic he property line and on 1&I reduction upon the	vided practical of developing a power main targe al pipes and late the customer accompletion of	deliverables upon hath forward addr ts for further and erals. This contra side, and cleanou the initial work a	essing our I& lysis through ct also sealed t plugs. Every nd we're pros	I issues. The report of the re	orts identified work continuing id not required ded so it could	our highest priority manholes ues and we have sewer pipe e rehabbing, installed inflow d be loaded into our GIS	
Manifindada		1	ION FOR CI					
Verified via:	Email:		Verbal:		Mail:			
Verified by:	Name: Department:				Title:		-	



FORM 2

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.

Legal Company Name (include d/b/a if applicable): Public Utility Management and Plai							
If Corporation - Date Incorporated/Organized: 7/2000 Federal Tax Identification Number: 65-1028223							
State Incorporated/Organized: FL							
Company Operating Address: P.O. Box 221890							
City: Hollywood State: FL Zip Code: 33022							
Remittance Address (if different from ordering address):							
City: Zip Code:							
Company Contact Person: Frederick Bloetscher Email Address: h2o_man@bellsouth.net							
Phone Number (include area code): 2392502423 Fax Number (include area code): 9545815076							
Company's Internet Web Address: www.h2o-pe.com							
IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/PROPOSER CERTIFIES ACCEPTANCE OF THE TERMS, CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/PROPOSER SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/PROPOSER FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.							
Bidder/Proposer's Authorized Representative's Signature: Date: 5/15/2022							
Type or Print Name: Frederick Bloetscher							
THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/PROPOSER TO THE TERMS OF ITSOFFER.							

SUBMISSION

How to submit bids/proposals: Vendor's solicitation response may be submitted electronically through BidSync, the City's designated electronic bidding system, or by mail or hand delivery to the address noted above. It is the Vendor's

sole responsibility to assure its response is submitted and received by the date and time specified in the solicitation. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and bidders relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/proposer, the City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct Email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

FORM 5

HOLD HARMLESS AND INDEMNITY CLAUSE

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

	Frederick Bloetscher
Signature	Printed Name
Public Utility Management and Pla	President
Name of Company	Title

FORM 8

NON-COLLUSION AFFIDAVIT

STA	\Τ Ε	E OF: Florida						
со	UN	ITY OF: Broward	, being firs	t duly sworn, deposes and say	rs that:			
	1)	He/she is President Proposer that has submitted	I the attached Pr	of Public Utility Management and oposal.	Planning, the			
	2)	He/she has been fully informed regarding the preparation and contents of the attached Proposal and all pertinent circumstances regarding such Proposal;						
;	3)	Such Proposal is genuine and is not a collusion or sham Proposal;						
	4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contractor for which the attached Proposal has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure an advantage against the City of Hollywood or any person interested in the proposed Contract; and							
;	5)	The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.						
(Frederick Bloetscher				
	Sig	pature		Printed Name				
/	Pu	iblic Utility Management and Pla		President				
		ne of Company		Title	J			

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

1.	This form statement is su	ubmitted to th	e <u>City of Hollywood</u> by			
	Frederick Bloetscher		(Print individual's name an	d title) for		
	Public Utility Management	and Planning	(Print name of entity subm	itting sworn sta	tement) v	vhose
	business address is P.O	. Box 221890 H	Hollywood, FL 33022		and if	
	• •	. ,	fication Number (FEIN) is Security Number of the ind		J	f the n
	Statement.					

- 2. I understand that "public entity crime," as defined in paragraph 287.133(1)(g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in an federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "Affiliate," as defined in paragraph 287.133(1)(a), Florida Statutes, means:
 - 1) A predecessor successor of a person convicted of a public entity crime, or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that "person," as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person any entity organized under the laws of any state or the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

XXXXXX Neither the entity submitting sworn statement, nor any of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime, but the Final Order entered by the Hearing Officer in a subsequent proceeding before a Hearing Officer of the State of the State of Florida,

Division of Administrative Hearings, determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the Final Order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn to and subscribed before me this 20

day of May

, 20 22

Personally known XX

Or produced identification

Florida

Notary Public-State of

my commission expires

(Type of identification)

mei hellad (Printed, typed or stamped commissioned name of notary public)



CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

Applicant Name and Address:

Public Utility Management and

Planning Services Inc P.O. Box 221890 Hollywood, FL 33022	
Application Number and/or Project Name	e: RFQ-4717-22-OT
Applicant IRS/Vendor Number: 65-10282	23
	Frederick BLoetscher
Signature	Printed Name
Public Utility Management and Pla	President
Name of Company	Title

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE PROPOSALS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

	Frederick Bloetscher
Signaturs	Printed Name
Public Utility Management and Pla	President
Name of Company	Title

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby." The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

The City of Hollywood/Hollywood CRA policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, vendor, consultant, or business with whom the City/CRA does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,

Tangible or intangible personal property, or its use,

A preferential rate or terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Food or beverage,

Membership dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities,

Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate.

Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, vendor, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of contract.

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

	Frederick Bloetscher	
Signature	Printed Name	
Public Utility Management and Pla	President	
Name of Company	Title	

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Registration)	Public Utility Manageme	ent and Planning	Services Inc	
Name/Principal/Project Manager:	Frederick Bloetscher, P	h.D., P.E., Presid	lent	
Address:	P.O. Box 221890			
City:	Hollywood	State: _	FL Zip	33022-1890
Telephone No. 239-250-2423	FEIN/Tax ID No. <u>65-1</u>	028223 Em	ail: <u>h2o_mar</u>	@bellsouth.net
Does your firm qualify for MBE or	WBE status: M	BE WBE _		
ADDENDUM ACKNOWLEDGEM and are included in the proposal:	ENT - Respondent ackno	owledges that the f	following adde	nda have been received
Addendum No. Date Is 1 5/19/		Addendum No. [Date Issued	
provided below all variances contain Respondent will be deemed to be pa bid documents and referenced in the bid/proposal complies with the full s submitting your response electron is taken to the specifications, term	rt of the bid submitted unles space provided below. If no cope of this solicitation. If t cally through BIDSYNC yo	s such variation or e statement is contain this section does no	exception is liste ed in the below so ot apply to your	d and contained within the space, it is implied that you bid, simply mark "N/A". It
The below signatory agrees to furnish conditions, specifications addenda, le including the specifications and fully approved by the City and such accept also agrees, by virtue of submitting o indirect, incidental, consequential, solicitation process, including but not or award proceedings exceed the a indemnification or the City's protest o	gal advertisement, and condunderstand what is required ance covers all terms, condition attempting to submit a respecial or exemplary damagilimited to public advertisement of \$500.00This limited	itions contained in the submitting this ions, and specification ponse, that in no every es, expenses, or lent, bid conferences ation shall not apply	ne bid/proposal. Is signed proposations of this bid/proposations of this bid/proposations arisiing ost profits arisiing, site visits, evaluto claims arisiing	I have read all attachments at I will accept a Contract in posal. The below signatory y's liability for respondent's no out of this competitive uations, oral presentations,
Submitted by:				/
Frederick Bloetscher	<u> </u>			
Name (printed)	20/22	Signature		
	·		esident	
Date:		Γitle		



Client#: 1050460 PUBLIUTI1

$ACORD_{\scriptscriptstyle{\sqcap}}$

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/06/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

this certificate does not comer any rights to the certificate holder in head	or such endorsement(s).					
PRODUCER	CONTACT Jackie Berrios					
USI Insurance Services, LLC	PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 8	o): 813 321-7525				
2502 N Rocky Point Drive	E-MAIL ADDRESS: Jackie.Berrios@usi.com					
Suite 400	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Casualty Insurance Company INSURER B : Travelers Casualty and Surety Company					
Tampa, FL 33607						
INSURED						
Public Utility Management & Planning	INSURER C: XL Specialty Insurance Company	37885				
Services, Inc	INSURER D:					
P O Box 221890	INSURER E:					
Hollywood, FL 33022	INSURER F:					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR		TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X	COMMERCIAL GENERAL LIABILITY	х	х	21SBMZI9394	11/14/2021	11/14/2022	EACH OCCURRENCE	\$1,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
								MED EXP (Any one person)	\$10,000
								PERSONAL & ADV INJURY	\$1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$2,000,000
		OTHER:							\$
Α	AUT	OMOBILE LIABILITY			21SBMZI9394	11/14/2021	11/14/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
Α		UMBRELLA LIAB OCCUR			21SBMZI9394	11/14/2021	11/14/2022	EACH OCCURRENCE	\$\$2,000,000
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$\$2,000,000
		DED RETENTION \$							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			UB8K612978	08/23/2021	08/23/2022	X PER OTH-	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE N	N/A					E.L. EACH ACCIDENT	\$1,000,000
	(Mai	ndatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
С	Pro	ofessional			DPS9986704	11/30/2021	11/30/2022	\$1,000,000 per claim	1
	Lia	bility						\$1,000,000 annl agg	r.
								·	

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

Professional Liability coverage is written on a claims-made basis.

CERTIFICATE HOLDER	CANCELLATION
City of Hollywood PO Box 229045 Hollywood, FL 33022-9045	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
	5: m Carl

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State of Florida Department of State

I certify from the records of this office that PUBLIC UTILITY MANAGEMENT AND PLANNING SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on August 1, 2000.

The document number of this corporation is P00000073087.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 7, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of March, 2022



RAUNULYRUL Secretary of State

Tracking Number: 0224263206CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



HOME CONTACT US

MY ACCOUNT

NLINE SERVICES

ply for a License

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ew Food & Lodging Inspections

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LICENSEE DETAILS

12:38:02 AM 5/16/2022

Licensee Information

Name: BLOETSCHER, FREDERICK (Primary Name)

Main Address: PO BOX 220265

HOLLYWOOD Florida 33022-0265

County: BROWARD

License Information

License Type: Professional Engineer

Rank: Prof Engineer

License Number: 42335

Status: Current, Active

Licensure Date: 01/05/1990

Expires: 02/28/2023

Special Qualifications Qualification Effective

Alternate Names

View Related License Information

View License Complaint



Office of Economic and Small Business Development

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400 • FAX 954-357-5674 • TTY 954-357-5664

This Certificate is Awarded to:

PUBLIC UTILITY MANAGEMENT AND PLANNING SERVICES, INC.

As set forth in the Broward County Business Opportunity Act of 2012, the certification requirements have been met for:

County Business Enterprise Small Business Enterprise Anniversary Date: MARCH 25TH

Authorized Representative

The Office of Economic and Small Business Development must be notified within 30 days of any material changes in the business which may affect ownership and control. Failure to do so may result in the revocation of this certificate and/or imposition of other sanctions.

A service of the Broward County Board of County Commissioners www.broward.org/smallbusiness



Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

		Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Iblic Utility Management and Planning Services Inc										
		Business name/disregarded entity name, if different from above										
on page 3.	3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Che following seven boxes. Individual/sole proprietor or C Corporation S Corporation Partnership	ck only one		in:	rtai	emptic in entit ictions	ies, n	ot i	individ		
e.		single-member LLC			Ex	em	pt pay	ee co	de	(if any)		
를 축	[Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partners	.,		.							
Print or type. Specific Instructions on page		Note: Check the appropriate box in the line above for the tax classification of the single-member ow LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the or another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a singlist disregarded from the owner should check the appropriate box for the tax classification of its owner.	wner of the I le-member L	LC is	;		ption f (if any		:AT	CA re	oortir	ng
ecif	[Other (see instructions) ►			(Ap	plies	to accou	ınts ma	intai	ned outs	de the	U.S.)
	5	Address (number, street, and apt. or suite no.) See instructions.	Requester's	nam	e and	ado	dress (optio	nal)			
See	P.	O. Box 221890										
0)		City, state, and ZIP code										
	Н	ollywood, FL 33022-1890										
		List account number(s) here (optional)										
		The second of th							_			
Pa		Taxpayer Identification Number (TIN)	6-	oiol (.	numbe	_				
		ır TIN in the appropriate box. The TIN provided must match the name given on line 1 to avo /ithholding. For individuals, this is generally your social security number (SSN). However, fo	/IG	T	ecuri	ty i		<u>'</u>				_
		alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other	,, a			_			-			
		t is your employer identification number (EIN). If you do not have a number, see <i>How to get</i>	a						L			
TIN, I			or						_			_
		ne account is in more than one name, see the instructions for line 1. Also see <i>What Name a</i>	and En	nploy	er ide	ntii	ficatio	n nur	nb∈	er		╡
Numi	oer	To Give the Requester for guidelines on whose number to enter.	6	5	-	1	0	2 8	3	2 2	2 3	
Par	tΙ	Certification	·									
Unde	r pe	nalties of perjury, I certify that:										
2. I a Se	n n rvic	mber shown on this form is my correct taxpayer identification number (or I am waiting for a of subject to backup withholding because: (a) I am exempt from backup withholding, or (b) e (IRS) that I am subject to backup withholding as a result of a failure to report all interest or ger subject to backup withholding; and	I have not	beer	notif	ied	l by th	e Int	err			
3. I a	n a	U.S. citizen or other U.S. person (defined below); and										

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Frederick Bloetscher

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- \bullet Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 - 2. Certify that you are not subject to backup withholding, or
- 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

- 1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
 - 2. The treaty article addressing the income.
- 3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- 4. The type and amount of income that qualifies for the exemption from tax.
- 5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

- 1. You do not furnish your TIN to the requester,
- 2. You do not certify your TIN when required (see the instructions for Part II for details),
 - 3. The IRS tells the requester that you furnished an incorrect TIN,
- 4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
- 5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see Special rules for partnerships, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not l**eave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

- b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.
- c. Partnership, LLC that is not a single-member LLC, C corporation, or S corporation. Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.
- d. Other entities. Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.
- e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)	THEN check the box for
Corporation	Corporation
 Individual Sole proprietorship, or Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes. 	Individual/sole proprietor or single- member LLC
 LLC treated as a partnership for U.S. federal tax purposes, LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or 	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
 LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. 	
Partnership	Partnership
Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4-A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5-A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8-A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10-A common trust fund operated by a bank under section 584(a)
- 11-A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for	THEN the payment is exempt for
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G-A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I-A common trust fund as defined in section 584(a)

J-A bank as defined in section 581

K-A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- **3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- **4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

Give name and SSN of:
The individual
The actual owner of the account or, if combined funds, the first individual on the account ¹
Each holder of the account
The minor ²
The grantor-trustee ¹
The actual owner ¹
The owner ³
The grantor*
Give name and EIN of:
Give name and EIN of: The owner
The owner
The owner Legal entity ⁴
The owner Legal entity ⁴ The corporation

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

- ¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.
- ² Circle the minor's name and furnish the minor's SSN.
- ³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.
- ⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to <code>phishing@irs.gov</code>. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at <code>spam@uce.gov</code> or report them at <code>www.ftc.gov/complaint</code>. You can contact the FTC at <code>www.ftc.gov/idtheft</code> or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see <code>www.ldentityTheft.gov</code> and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Page 6







ElastaSeal®- Product Description

USSI is the exclusive manufacturer and marketer of ElastaSeal® products

The use of ElastaSeal® to seal the chimney section of the manholes will provide an arresting factor to Inflow and Infiltration problems. ElastaSeal® is an aromatic urethane rubber. Urethanes are noted for extreme toughness, elongation, abrasion resistance, acidic resistance and longevity. The ElastaSeal® process allows a fast and simple method of sealing the adjustment ring area and joint sections on any concrete structure. When ElastaSeal® is properly installed; the adjustment ring areas and joint sections will not allow rainfall inflow and will not deteriorate from hydrogen sulfide, salt water or detergents.

ElastaSeal® will also increase the structural integrity of the manhole chimney, which may erode due to acidic gases in the environment. These gases take a major toll on cementitious products used in manhole chimneys. The bonding strength of ElastaSeal® is unequaled by any other product provided in this market.

When used to prevent the failure of the joint between the frame and a manhole liner (calcium aluminate, fiber glass, epoxy or others) the 800% elongation provided by ElastaSeal® is the perfect answer. This elongation will not allow the chimney to crack between the frame and adjustment rings due to ground movement, traffic vibration or thermo variations. When this crack is prevented, gases are not allowed to get behind the liner, deteriorate the substrate and force the liner to fail. ElastaSeal® will ensure that utility receives the full life and benefits of the liner installed.

ElastaSeal® is an inexpensive and permanent method of sealing the grade adjustment ring area and joint sections in manholes without excavation. ElastaSeal® will conform to any manhole shape













without regard to irregular configuration, angles (to any degree/vertical or horizontal), and/or voids. Installation of ElastaSeal® coatings are performed by our company trained and certified application staff.

USSI 752 Commerce Drive, Suite 15 Venice, FL 34293 941-926-2646



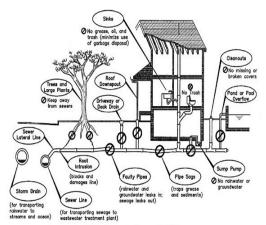
SMOKE TESTING

USSIUSA.COM

752 Commerce Drive – Venice, Florida 34292 – 888.645.9570

Smoke Testing will find:

- **√** Root Intrusion
- $\sqrt{\text{Pipe Sags}}$
- **√ Driveway or Deck Drains**
- $\sqrt{\text{Sinks}}$ with dry P-Traps
- **√ Faulty Pipes**
- **√** Roof Downspouts
- $\sqrt{\text{Cleanouts with missing or Broken Covers}}$
- $\sqrt{\text{Pond or Pool Overflows}}$



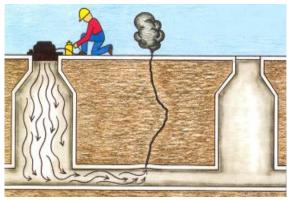
Communication: Utility to provide USSI with emergency, fire, and police contact information. USSI will notify. Emergency and Utility Staff, pertaining to dates, times, and locations of smoke testing program

Equipment: USSI uses a motorized smoke machine with a non-toxic, liquid smoke that is safe and will not leave a residue. During testing, smoke is forced through the wastewater collection system which reveals breaks and defects. Following testing, fresh air is forced through the collection system.

Pre-Testing: USSI will print and distribute a smoke testing "Door Hanger" notifications to all homes and business locations, which may be affected during smoke testing - Dates of testing are indicated on notification cards. This step is conducted a few days prior to testing. Smoke testing of all collections systems may affect occupants of buildings connected to the line being tested. Factors such as defective sewer systems in the building, dry traps, defective wax beneath toilets, terminated vents or breaks; missing or unsealed cleanouts of any kind will cause smoke to enter the building. It is imperative to avoid panic or alarm if workers or residents suddenly see smoke in their building.

Testing: USSI smoke testing is conducted with a minimum of three fully trained company technicians. One technician remains with the smoke equipment, while two or more technicians look for and record any defects in the lateral lines.

Reports: Clients are provided with detailed reports of Smoke Testing in both hard copy and CD-ROM format. The report consists of an Aerial Photograph and Detailed Map of Testing Area. Call-outs indicate breaches in system. Also included with report are the GPS locations, detailed descriptions and color photographs of each defect.

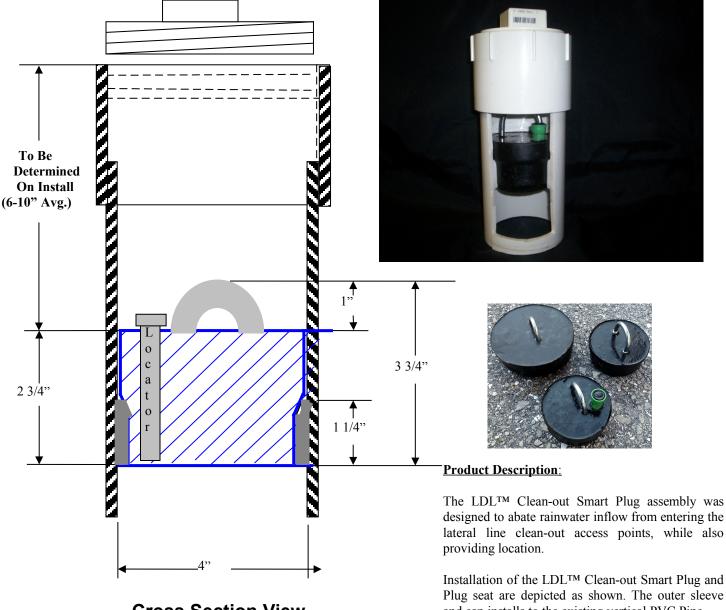




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752 COMMERCE DR SUITE 15 VENICE, FL 34292 PH-941-926-2646

LDL™ Clean-out Smart Plug – Design Illustration



- Cross Section View -

Drawing Not To Scale

Patent Pending

and cap installs to the existing vertical PVC Pipe.

USSI can install the LDL™ Clean-out Smart Plug assembly as part of our complete G7 Inflow and Infiltration Abatement program.

LDLTM Clean-out Smart Plug – Specification

LDL™ Clean-out Smart Plug – Specification Sheet

General Description

The LDL™ Clean-Out Smart Plug assembly was designed to abate rainwater inflow, provide location, while also preventing debris and contaminants from entering the sanitary sewer system through the lateral line clean-out access points. The LDL™ Clean-out Smart Plug assembly shall be manufactured to accommodate all PVC, clean-out dimensional sizes found in use for retro-fit purposes, and shall abate water even if the cleanout cap has been removed from cleanout vertical stack. LDL™ Clean-out Smart Plug assembly shall withstand all gases associated with waste water collection systems.

Plug Body

The LDL™ plug body shall be molded from a one-piece, synthetic urethane polymer material, designed to align and seal with the inner seat ring. The plug retrieval loop/hardware, shall be molded directly within the plug body, for easy access and superior strength.

Inner Seat Ring

The inner seat ring shall be fabricated from PVC material, and shall fit all PVC constructed, clean-out interior dimensional sizes found in use for retro-fit purposes. Seat ring to be fabricated with an internal tapered bevel and vertical seat design for proper alignment and seal with plug body. Minimum thickness of seat ring to be .187" with an overall height of 1.250".

Retrieval Loop / Hardware

Retrieval loop and hardware assembly shall be made from corrosion resistant materials and be permanently molded into the plug body. Loop portion of device shall be exposed for retrieval purposes and shall protrude vertically from plug body to a minimum dimension of one inch. Loop diameter to be a minimum thickness of .187". Loop ends to be assembled with plates and fastener hardware, molded within plug body.

3M™ EMS Near-Surface Marker

Designed to provide an accurate, long-lasting method of marking clean outs. Surface Marker shall be colored coded for wastewater and molded into the LDL™ Clean-out Smart Plug with top exposed.

Installation

For proper abatement results, the LDL™ Clean-Out Smart Plug assembly should be installed by a certified USSI technician. Remove clean-out cap and set aside. Using clean and dry cloth, wipe interior of vertical PVC cleanout stack. Lightly scuff interior of PVC stack, and swab with PVC cleaner liquid onto entire area where the inner seat ring is to be located. Also swab seat ring outer diameter area with PVC cleaner. Evenly apply PVC glue to interior walls on cleaned surface area. For proper alignment and location, slide seat ring down into interior of PVC cleanout vertical stack, let seat ring sit for five minutes to permit ring to bond with vertical stack. Install plug body and reinstall cleanout cap.

Maintenance

The LDL™ clean-out smart plug components were designed for maintenance free operation. The plug body/retrieval hoop was designed for easy removal from cleanout access points, for future cleanout service needs.

Warranty

Five-year warranty on plug assembly.

Manufacturer

The LDL™, clean-out smart plug, shall be furnished exclusively by USSI, LLC, Venice, FL.

Ordering Criteria & Other Abatement Solutions

To ensure proper fit with cleanouts, PVC pipe size field dimensions are required. To order, please contact USSI. For complete information on other Waste Water Infiltration & Inflow abatement products/technologies, please contact USSI at 888-645-9570 or visit us on the internet at www.USSIUSA.com.

3MTM EMS Near-Surface Marker is a Trademark of 3M





INFLOW DEFENDER® TECHNICAL SHEET

752 Commerce Drive - Venice, Florida 34292 - 888.645.9570

The Inflow Defender®, inflow dish was designed to significantly prevent rainfall from entering the sanitary sewer system through the manhole cover and upper frame area. The Inflow Defender® inflow dish is part of Utility Sealing Services complete "G7" Wastewater Inflow and Infiltration Abatement program.



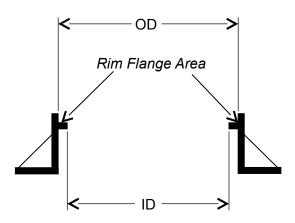
reatures	Benefits
Effectively Blocks Abrasive Debris	Reduces Maintenance Costs
Eliminates Excess Flow	Eliminates Motor Run-time Spikes, Significantly Reduces Sewerage Treatment Costs
Fully Assembled - No special tools required	Custom Sized - Installs Quickly & Easily
High-density Polyethylene	Impact resistant; Long lasting; Resists Heat & Cold
Molded Structural Ribs	Prevents Dish from Falling Into Manhole

Domofito

Installation Procedures

Footymaa

- 1) Remove the manhole cover.
- 2) Clean the manhole flange area of dirt and dibris to ensure accurate measurement
- 3) Locate manhole frame Inside Diameter (ID) and measure across ID with a minimum of two dimensional readings for accuracy-record the smallest measurement to the nearest 1/8"
- 4) Locate manhole frame Outside Diameter (OD) and measure across OD with a minumm of two dimesional readings for accuracy-record the smallest measurement to the nearest 1/8.
- 5) For additional assistance contact USSI.



Manhole Frame — Cross Section (Detail lines have been omitted for clarity)

LIMITED WARRANTY NOTICE Every reasonable effort is made to apply USSI's exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved to be defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, USSI MAKES NO WARRANTO RE QUARANTEE, EXPRESSED OR IMPLIED, INCLUDING WARRANTEES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and USSI shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within five (5) years from date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection therewith.

This information and all other further technical advice are based on USSI's present knowledge and experience. However, USSI assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, USSI disclaims all WARRANTIES, WHETHER EXPRESS OR IMPLIED WARRANTEES OF FITNESS FOR A PARTICULAR PURPOSS OR MERCHANTABILITY. USSI SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. USSI reserves the right to make any changes according to technical progress or further developments. It is the customer's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verified by testing and carried out only by qualified experts. It is the soles responsibility of the customer to carry out and arrange for any such testing. For professional use only -Not for sale to or use by the general public. See Inflow DefenderTM Specification Sheet for complete Inflow Dish technical data.





INFLOW DEFENDER MAX® TECHNICAL SHEET

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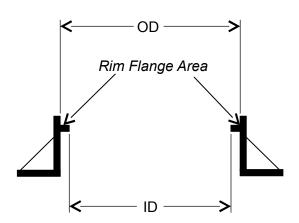
The Inflow Defender Max®, inflow dish was designed to significantly prevent rainfall from entering the sanitary sewer system through the manhole cover and upper frame area. The Inflow Defender Max® inflow dish is part of Utility Sealing Services complete "G7" Wastewater Inflow and Infiltration Abatement program.



Features	Benefits
Effectively Blocks Abrasive Debris	Reduces Maintenance Costs
Eliminates Excess Flow	Eliminates Motor Run-time Spikes, Significantly Reduces Sewerage Treatment Costs
Fully Assembled - No special tools required	Custom Sized - Installs Quickly & Easily
High-density Polyethylene	Impact resistant; Long lasting; Resists Heat & Cold
Molded Structural Ribs	Prevents Dish from Falling Into Manhole

Installation Procedures

- 1) Remove the manhole cover.
- 2) Clean the manhole flange area of dirt and dibris to ensure accurate measurement
- 3) Locate manhole frame Inside Diameter (ID) and measure across ID with a minimum of two dimensional readings for accuracy-record the smallest measurement to the nearest 1/8"
- 4) Locate manhole frame Outside Diameter (OD) and measure across OD with a minumm of two dimesional readings for accuracy-record the smallest measurement to the nearest 1/8.
- 5) For additional assistance contact USSI.



Manhole Frame — Cross Section (Detail lines have been omitted for clarity)

LIMITED WARRANTY NOTICE Every reasonable effort is made to apply USSI's exacting standards both in the manufacture of our products and in the information which we issue concerning these products and their use. We warrant our products to be of good quality and will replace or, at our election, refund the purchase price of any products proved to be defective. Satisfactory results depend not only upon quality products, but also upon many factors beyond our control. Therefore, except for such replacement or refund, USSI MAKES NO WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, INCLUDING WARRANTEES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, RESPECTING ITS PRODUCTS, and USSI shall have no other liability with respect thereto. Any claim regarding product defect must be received in writing within five (5) years from date of shipment. No claim will be considered without such written notice or after the specified time interval. User shall determine the suitability of the products for the intended use and assume all risks and liability in connection

This information and all other further technical advice are based on USSI's present knowledge and experience. However, USSI assumes no liability for providing such information and advice including the extent to which such information and advice may relate to existing third party intellectual property rights, especially patent rights. In particular, USSI disclaims all WARRANTIES, WHETHER EXPRESS OR IMPLIED WARRANTEES OF FITNESS FOR A PARTICULAR PURPOSS OR MERCHANTABILITY. USSI SHALL NOT BE RESPONSIBLE FOR CONSEQUENTIAL, INDIRECT OR INCIDENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) OF ANY KIND. USSI reserves the right to make any changes according to technical progress or further developments. It is the customer's responsibility and obligation to carefully inspect and test any incoming goods. Performance of the product(s) described herein should be verticed by testing and carried out only by qualified experts. It is the sole responsibility of the customer to carry out and arrange for any such testing. For professional use only -Not for sale to or use by the general public. See Inflow Defender'' Specification Sheet for complete Inflow Dish technical data.









SMOKE TESTING

CONDUCT SMOKE TESTING OF SEWER SYSTEM
UTILITY AND EMERGENCY STAFF COORDNATION
PRINT AND DISTRTBUTE PUBLIC DOOR HANGER
NOTIFICATIONS
LOCATES DEFECTS IN LATERAL CLEAN-OUT LINES
NEXT DAY ONLINE REPORTING

LDL® CLEAN-OUT PLUG

RETRO-FIT WITH EXISTING CLEAN-OUT
FITS ALL PVC PIPE SIZES
3M™ EMS NEAR SURFACE MARKER
PREVENT DEBRIS FROM ENTERING SYSTEM
EASY PLUG REMOVABLE FOR CLEAN-OUT SERVICE



ELASTASEAL®

MANHOLE CHIMNEYS SEALED
WITH ELASTASEAL®
SANDBLAST THE FRAME AND CHIMNEY
PROVIDES A TOUGH HIGH BUILD
(4800 PSI TENSILE STRENGTH)
PROTECTIVE COATING
CHEMICAL AND COROSION RESISTANCES

INFLOW DEFENDER®

INFLOW DISHES INSTALLED IN EACH MANHOLE CUSTOME SIZED AND INSTALLED UNIQUE DESIGN FOR LONGER LIFE WATER TIGHT GASKET SEAL (RE-SEALABLE) RESISTS ALL GASSES IN SANITARY SYSTEM





INSPECTIONS/REPORTS

BASIN SMOKE TESTING, MANHOLE
INSPECTIONS & LDL® PLUGS
ALL REPORTS AVAILABLE ONLINE
REPORTS COMPATABLE WITH
UTILITY GIS SYSTEMS
DATA CAN BE STORED IN MULTIPLE FORMATS
NEXT DAY REPORTING





Request for Qualifications (RFQ)

RFQ-4717-22-OT

Engineering Consulting Services for Infiltration and Inflow (I&I) Program

for

The Department of Public Utilities

RFQ Issue Date: April 21, 2022

Pre-Proposal Meeting: N/A

Last Day for Questions: May 17, 2022 at 5 p.m. EST

RFQ Opening Date: May 24, 2022 at 3 p.m. EST

ACKNOWLEDGMENT AND SIGNATURE PAGE

This form must be completed and submitted by the date and the time of bid opening.
Legal Company Name (include d/b/a if applicable): Federal Tax Identification Number:
If Corporation - Date Incorporated/Organized:
State Incorporated/Organized:
Company Operating Address:
City State Zip Code
Remittance Address (if different from ordering address):
City State Zip Code
Company Contact Person: Email Address:
Phone Number (include area code): Fax Number (include area code):
Company's Internet Web Address:
IT IS HEREBY CERTIFIED AND AFFIRMED THAT THE BIDDER/RESPONDENT CERTIFIES ACCEPTANCE OF THE TERMS CONDITIONS, SPECIFICATIONS, ATTACHMENTS AND ANY ADDENDA. THE BIDDER/RESPONDENT SHALL ACCEPT ANY AWARDS MADE AS A RESULT OF THIS SOLICITATION. BIDDER/RESPONDENT FURTHER AGREES THAT PRICES QUOTED WILL REMAIN FIXED FOR THE PERIOD OF TIME STATED IN THE SOLICITATION.
Bidder/Respondent's Authorized Representative's Signature: Date
Type or Print Name:

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER/RESPONDENT TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE BID/PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID/PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER/RESPONDENT TO THE TERMS OF ITS OFFER.

ANY EXCEPTION, CHANGES OR ALTERATIONS TO THE GENERAL TERMS AND CONDITIONS, HOLD HARMLESS / INDEMNITY DOCUMENT OR OTHER REQUIRED FORMS MAY RESULT IN THE BID/PROPOSAL BE DEEMED NON-RESPONSIVE AND DISQUALIFIED FORM THE AWARD PROCESS

SUBMISSION

Response to this Request must be submitted to the City of Hollywood, City Hall, City Clerk's Office, 2600 Hollywood Boulevard, Room 221, Hollywood Florida 33020 in a sealed envelope marked with a completed solicitation label below, with the specified number of copies, no later than the time and date specified in this solicitation.

Always use the label the below on all packages when returning your bid or proposal to the City



Proposal Name: Engineering Consulting Services for I&I Program Proposal Number: RFQ4717-22-OT Proposal Opening Date: May 24, 2022		
Firm Name/Address:		
Return to: City of Hollywood, Florida c/o: Office of City Clerk 2600 Hollywood Blvd., Rm#: 221 Hollywood, Florida 33020		

RESPONSE MUST INCLUDE:

One (1) Original
Six (6) Copies
One (1) complete electronic copy (USB)

Important Notice:

The Procurement Services Division shall distribute all official changes, modifications, responses to questions or notices relating to the requirements of this document. Any other information of any kind from any other source shall not be considered official, and Respondents relying on other information do so at their own risk.

The responsibility for submitting a bid/proposal on or before the time and date is solely and strictly the responsibility of the bidder/responder. The City will in no way be responsible for delays caused by technical difficulty or caused by any other occurrence. No part of a bid/proposal can be submitted via FAX or via direct email to the City. No variation in price or conditions shall be permitted based upon a claim of ignorance.

CONE OF SILENCE

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

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

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

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

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

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

To view the Cone of Silence, go to the City of Hollywood Code of Ordinance online, and view Section 30.15F.

All communications regarding this solicitation should be sent in writing to the Procurement Services Division as identified in this solicitation.

Section I – Introduction and Information

1.1 INTENT:

The purpose of this competitive process is to ensure City of Hollywood's compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which cities must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the City.

1.2 Purpose

The City of Hollywood, Florida ("City") is actively seeking qualified, experienced, and licensed firm(s) to provide Engineering Consulting Services, as further described in Section III – Scope of Services. Those firms who are interested in submitting Statements of Qualification ("SOQ") in response to this Request for Qualifications ("RFQ") shall comply with Section IV – Submittal Requirements.

1.3 Submission Deadline

Sealed responses shall be delivered to the City Clerk's Office, Room 221, during the City's normal business hours in a sealed envelope and addressed to Office of Procurement Services, 2600 Hollywood Boulevard, Hollywood, FL 33020 (City Hall) no later than date and time indicated, at which time and place the responses will be publicly opened and the names of the firms will be read. After the deadline, responses will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Thursday, 7:00 a.m. through 6:00 p.m. excluding holidays observed by the City.

1.4 Information and Clarification

For information concerning procedures for responding to this RFQ, technical specifications, etc., utilize the question / answer feature provided by BidSync. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum (see addendum section of BidSync Site). No variation in Scope or conditions shall be permitted based upon a claim of ignorance. Submission of an SOQ will be considered evidence that the Respondent has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required.

1.5 Pre-Proposal Meeting

A pre-proposal meeting is not currently scheduled for this solicitation.

1.6 BIDSYNC

The City uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

Point of Contact 1.7

City of Hollywood Otis J. Thomas, Senior Purchasing Agent 2600 Hollywood Boulevard Hollywood, FL 33020 E-mail: othomas@hollywoodfl.org

Section II – Special Terms and Conditions

2.1 Addenda, Changes, and Interpretations

It is the sole responsibility of each firm to notify the City utilizing the question / answer feature provided by BIDSYNC and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this RFQ. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer ("Q & A") deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services will be answered within the question / answer feature provided by BIDSYNC and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BIDSYNC as a separate addendum to the RFQ. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each firm to read and comprehend all addenda issued.

- **2.1.1** The proposed contract shall be for a single contract in accordance with Florida Statute 287.055, "Consultants' Competitive Negotiation Act." The award of a contract does not guarantee that work will be assigned in any given fiscal year. Work will be assigned based on availability and the corresponding expertise of the Respondent to perform the work. This is a non-continuing contract.
- 2.1.2 Before the award of a contract, the Respondent may be required to demonstrate their capacity, ability, and financial resources, to provide the services specified herein in a quality manner, and may also be required to show past history and references that will enable the City to articulate their qualifications. Failure to qualify according to the requirements in the solicitation may result in disqualification of your submittal.

2.2 Changes and Alterations

The Respondent may change or withdraw a Statement of Qualifications (SOQ) at any time prior to SOQ submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the SOQ deadline.

2.3 Respondents' Costs

The City shall not be liable for any costs incurred by Respondents in responding to this RFQ, including costs incurred in connection with evaluation and award proceedings.

2.4 Mistakes, Discrepancies, Errors and Omissions

The Respondent shall examine this RFQ carefully. The submission of a SOQ shall be prima facie evidence that the Respondent has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Respondent from liability and obligations under the Contract. Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing to the City's Procurement Services Division. Should it be necessary, a written addendum will be incorporated to the RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

2.4.1 The Respondent shall, at all times, indemnify, hold harmless, and defend the City, its agents, servants, and employees from and against any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees.

- 2.4.2 The Respondent shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Respondent, its agents, servants, or employees. The provisions of this Section shall survive the expiration or earlier termination of the Contract.
- **2.4.3.** Nothing in the RFQ shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity or as set forth in Section 768.28 of the Florida Statutes.

2.5 Acceptance of Responses / Minor Irregularities

- 2.5.1 The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications contained in responses that do not make the response conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not give a respondent an advantage or benefit not enjoyed by other Respondents, does not adversely impact the interests of other firms, and does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Qualifications.
- **2.5.2** The City reserves the right to disqualify a Respondent during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Respondent.

2.6 Responsiveness

In order to be considered responsive to this RFQ, the firm's response shall fully conform in all material respects to the RFQ and all of its requirements, including all form and substance.

2.7 Responsibility

In order to be considered as a responsible firm, the firm shall be fully capable to meet all of the requirements of the RFQ and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.8 Minimum Qualifications

The Respondent and its firm shall have previous experience related to Scope of Services defined in Section III, in the State of Florida within the last 10 years. Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and its client's name, address, telephone number and e-mail address.

- **2.8.1** The Respondent's firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.
- **2.8.2** Neither the Respondent's firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.
- **2.8.3** The Respondent and each member of its firm who will be working on the project must have a valid Architectural and/or Engineering License in the State of Florida and be registered in

the Department of Business and Professional Regulation as an Architect and/or Engineer. The A/E must also have experience designing Golf Course facilities and/or facility site planning, obtaining site plan approval including County and State Permits.

2.9 Contract Term

The Respondent recognizes that TIME IS OF THE ESSENCE in this RFQ and resulting contract. The Work shall commence within <u>30</u> calendar days (<u>20</u> working days) of the date of the Notice to Proceed.

The Work shall be Substantially Completed within <u>3</u> years after the date when the contract time commences to run as provided in the Notice to Proceed.

The contracts are renewable twice with a two (2) year term maximum for each renewal period. In the event services are scheduled to end because of the expiration of the contract, the Respondent/Consultant shall continue the service upon the request of the City as authorized by the awarding authority. The Respondent shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

The above are the general terms for this project, upon award and execution of the contract, the terms and conditions of the contract will govern the project.

2.10 Conflict of Interests Prohibited

Any Respondent submitting a response to this solicitation is responsible for being aware of, and complying with Section 34.02 of the City Code that may be obtained from the City Clerk's Office on the 3rd floor of City Hall, 2600 Hollywood Blvd, Hollywood, FL, or may be viewed on the City's website at http://www.hollywoodfl.org. If you have questions concerning whether you may or may not need to comply with the ordinance, please contact the City of Hollywood City Clerk's Office at 954-921-3211.

2.11 Protest Procedure

- 2.11.1 Any Respondent or bidder who is not recommended for award of a contract and who alleges a failure by the City to follow the City's procurement code or any applicable law may protest to the Chief Procurement Officer ("CPO"), by delivering a letter of protest to the CPO in accordance with Section 38.52 of the City's Procurement Code within five days after a notice of intent to award is posted on the City's web site, City Clerk's Office, Open Government, Sunshine Board. https://www.hollywoodfl.org/Archive.aspx?AMID=140
- **2.11.2** Section 38.52 of the Procurement Code may be obtained by requesting a copy of the recently adopted Procurement Code from the CPO.

2.12 Sub-Respondents

2.12.1 A Sub-Respondent is an individual or firm contracted by the Respondent or the Respondent's firm to assist in the performance of services required under this RFQ. A sub-Respondent shall be paid through Respondent or Respondent's firm and not paid directly by the City. Sub-respondents are permitted by the City in the performance of the services pursuant to the contract. The Respondent must clearly reflect in its SOQ the major sub-respondent(s) to be utilized in the performance of required services. The City retains the right to accept or reject any sub-respondent proposed in the response of the successful Respondent or prior to contract execution. Any and all liabilities regarding the use of a Sub-Respondent shall be borne solely by the successful Respondent and insurance for each

sub-respondent must be maintained in good standing and approved by the City throughout the duration of the contract. Neither the successful Respondent nor any of its sub-respondents are considered to be employees or agents of the City. Failure to list all sub-respondents and provide the required information may disqualify any proposed sub-respondent from performing work under this RFQ.

2.12.2 Respondents shall include in their responses the requested sub-respondent information and include all relevant information required of the Respondent. In addition, within five working days after the identification of the award to the successful Respondent, the Respondent shall provide a list confirming the sub-respondent(s) that the successful Respondent intends to utilize in in doing the work and the Contract will include the sub-respondents, if applicable. The list shall include, at a minimum, the name, and location of the place of business for each sub-respondent, the services sub-respondent will provide relative to any contract that may result from this RFQ, any applicable licenses, insurance, references, ownership, and other information required of Respondent.

2.13 Insurance Requirements

- 2.13.1 Respondent will be required and shall require all of its sub-respondents and sub-contractors to provide, pay for, and maintain in force at all times during the term of the contract, such insurance, including Professional Liability Insurance, Workers' Compensation Insurance, Comprehensive General or Commercial Liability Insurance, Business Automobile Liability Insurance, and Employer's Liability Insurance, along with required endorsements, as stated below and as set forth in the executed contract after the Respondent has been awarded the contract.
- **2.13.2** Upon the City's notification, the Respondent shall furnish to the Office of Procurement Services and Contract Compliance Certificates of Insurance and required endorsements that indicate that insurance coverage has been obtained that satisfies the requirements outlined below.
 - a. Workers' Compensation Insurance for all employees of the respondent as required by Florida Statutes Chapter 440. Should the respondent be exempt from this statute, the respondent and each employee shall hold the City harmless from any injury incurred during performance of the Contract. The exempt respondent shall also submit (i) a written statement detailing the number of employees and that they are not required to carry Workers' Compensation insurance and do not anticipate hiring any additional employees during the term of the Contract, or (ii) a copy of a Certificate of Exemption.
 - b. Sub-respondents not eligible for Professional Liability Coverage, by virtue of their trade, shall provide Commercial General Liability coverage acceptable to the City's Risk Manager. Sub-respondents eligible for professional liability coverage shall be required to provide professional liability coverage acceptable to the City's Risk Manager on a task order by task order basis. General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 each Occurrence for bodily injury and property damage.
 - c. The Respondent shall provide the Risk Manager of the City an original certificate of insurance and required endorsements for policies required by this section and the executed contract. All certificates shall state that the City shall be given 30 days prior to

cancellation or modification of any stipulated coverage. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Respondent to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division. Such policies shall: (1) name the insurance company or companies affording coverage acceptable to the City; (2) state the effective and expiration dates of the policies; and (3) include special endorsements where necessary. Such policies provided under this section and in the executed contract shall not be affected by any other policy of insurance that the City may carry in its own name.

d. Respondent shall, as a condition precedent of the execution of the contract, furnish to the City of Hollywood, c/o Office of Procurement Services, 2600 Hollywood Blvd, Room 303, Hollywood, FL 33020, certificate(s) of insurance and endorsements upon execution of the Contract indicating that insurance coverage has been obtained that meets the requirements as outlined below:

Commercial General Liability (The City of Hollywood shall be named as Additional Insured)

i. Limits of Liability:

Bodily Injury and Property Damage Liability

Combined Single Limit

Each Occurrence \$1,000,000
General Aggregate Limit \$2,000,000
Personal Injury \$1,000,000
Products/Completed Operations \$1,000,000

ii. Endorsements Required:

City of Hollywood included as an Additional Insured Employees included as insured Broad Form Contractual Liability Waiver of Subrogation Premises/Operations Products/Completed Operations Independent Contractors

Automobile business (None required)

i. Limits of Liability:

Bodily Injury and Property Damage Liability Combined Single Limit \$1,000,000 Any Auto Including Hired, Borrowed or Non-Owned Autos

ii. Endorsements Required:

Waiver of Subrogation City of Hollywood included as an Additional Insured

Workers' Compensation

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

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

\$500,000 Bodily Injury by Accident \$500,000 Bodily Injury by Disease, policy limits \$500,000 Bodily Injury by Disease, each employee

Coverage shall be maintained throughout the entire term of the contract.

Professional Liability/Errors and Omissions Coverage

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

The minimum limits of liability shall be:

\$1,000,000 each claim / \$2,000,000 aggregate

- **2.13.3** The above insurance requirements are only required to be carried by the Respondent during the term of the contract, except for Professional Liability/Errors and Omissions insurance that must be in effect for at least five years after project completion.
- 2.13.4 The City is required to be named as additional insured under the Commercial General Liability insurance policy and commercial auto. BINDERS ARE UNACCEPTABLE. The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals that most nearly reflect the operations of the Respondent. Any exclusions or provisions in the insurance maintained by the Respondent that precludes coverage for the work contemplated in a contract shall be deemed unacceptable, and shall be considered a breach of contract.
- 2.13.5 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and must be rated no less than "A" as to management, and no less than "Class X" as to financial strength, by the latest edition of A. M. Best's Key Rating Insurance Guide that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund. Compliance with the foregoing requirements shall not relieve the Respondent of its liability and obligation under this section or under any other section of this RFQ or the terms and conditions of the contract.

Note: The City reserves the right to require any other insurance it deems necessary depending on the exposure. The City contract number must appear on each certificate.

2.13.6 The Respondent shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in force for the duration of the contract. If insurance certificates are scheduled to expire during the contractual period, the Respondent shall be

responsible for submitting new or renewed insurance certificates to the City at a minimum of 30 calendar days in advance of such expiration.

2.14 Contract

Upon the City Commission ranking the firms and authorizing the appropriate City Officials to negotiate with the highest ranked firm, the negotiated contract will be brought back to the City Commission for approval.

2.15 Award of Contract

A contract will be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Respondent that is determined to be in the City's best interests. The draft contract is attached to this RFQ. The City reserves the right to award a contract to more than one Respondent as is in the City's best interest.

2.16 Scrutinized Companies

Subject to Odebrecht Construction, Inc., v. Prasad, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2020), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2020), as may be amended or revised. The City may terminate the Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2020), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215,4725. Florida Statutes (2020), or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2020), as may be amended or revised.

2.17 Supplier Portal (Oracle) Payment Method

The City has implemented software that contains a supplier portal allowing suppliers to submit and update their information and to sign-up for ACH payments via the supplier portal. New suppliers will be required to register, current suppliers, will need to confirm and update their information.

Firms are responsible for ensuring all contact, payment, and general information is updated at all times and will not hold the City liable for any inaccurate information.

2.18 DEBARRED OR SUSPENDED BIDDERS OR RESPONDENTS

The bidder or Respondent certifies, by submission of a response to this RFQ, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

2.19 A. PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:

All responses will become the property of the City. The Respondent's response to the RFQ is a public record pursuant to Florida law and is subject to disclosure by the City pursuant to Chapter 119.07, Florida Statutes ("Public Records law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFQ and the Contract to be executed for this RFQ, subject to the

provisions of Chapter 119, Florida Statutes.

Any language contained in the Respondent's response to the RFP purporting to require confidentiality of any portion of the Respondent's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Respondent submits any documents or other information to the City that the Respondent claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Respondent shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Respondent must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Respondent's response to the RFP constitutes a Trade Secret. The City's determination of whether an exemption applies shall be final, and the Respondent agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

B. PUBLIC RECORDS GENERAL

IF THE RESPONDENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RESPONDENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (954-921-3211), pcerny@hollywoodfl.org, CITY CLERK'S OFFICE, 2600 HOLLYWOOD BLVD, HOLLYWOOD, FLORIDA 33020)

Respondent shall:

- 1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
- 2. Upon request from the City's custodian of public records, 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.
- 3. 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 contract term and following completion of this contract if the Contractor does not transfer the records to the City.
- 4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Respondent or keep and maintain public records required by the City to perform the service. If the Respondent transfers all public records to the City upon completion of this Contract, the Respondent shall destroy any duplicate public records that are exempt or

confidential and exempt from public records disclosure requirements. If the Respondent keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

2.20 Unauthorized Work

The Successful Respondent shall not begin work until a contract has been awarded by the City Commission and the contract has been executed. Respondent agrees and understands that the issuance of an Authorization to Proceed shall be issued and provided to the Respondent following the execution of a contract.

2.21 Prohibition Against Contingent Fees

The Respondent warrants that he, she or it has not and will not employ or retain any company or person, other than a bona fide employee working solely for the Respondent to solicit or secure a contract pursuant to this competitive solicitation and that he, she or it has not and will not pay or agree to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Respondent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from an award or making of a contract pursuant to this competitive solicitation.

For breach or violation of this warranty, the City shall have the right to annul/terminate the contract without liability or at its discretion to deduct the full amount of such fee, commission, percentage, gift or contingent fee from any fees due the A/E firm. This solicitation and prohibitions against contingent fees is issued in accordance with Section 287.055, Florida Statutes.

2.22 Indemnity/Hold Harmless Agreement

The Respondent agrees to protect, defend, indemnify, and hold harmless the City and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney's fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Respondent under the terms of any contract that may arise due from this RFQ and the bidding process.

Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

Section III - Scope of Services

3.1 Purpose

City of Hollywood wastewater collection system includes 85 sewer lift stations, 68 miles of force main, 206 miles of sewer gravity mains, and 4,399 sewer manholes. Department of Public Utilities ("Department") is evaluating infiltration and inflow ("I&I") into its wastewater collection systems. Appendix A provides a map of the wastewater collection system area and its wastewater infrastructure.

The Department is soliciting engineering services ("Consultant') to implement a 5 year I&I program. The program will be split into two phases. Phase 1 will consist of flow and rainfall monitoring,

analysis of each sewer collection basin to identify inflow quantities and categorizing Rainfall Dependent Inflow and Infiltration ("RDII"). Phase 2 will initiate I&I Source Investigation, hiring a contractor to perform dye testing, closed-circuit television ("CCTV") inspection, and other tools as necessary to investigate basins identified during Phase 1. Repair and rehabilitation will be implemented to address identified I&I issues.

Because the total scope of Phase 2 work is dependent on Phase 1 results, the Department will negotiate separate fees for each phase. The Phase 2 is expected to continue for 4 years and the fee of each year will be submitted and negotiated after Phase 1 work is complete.

The 5 year Program is to develop a standard approach to address I&I issues in City's wastewater collection system while the whole system is regularly monitored and analyzed. The other goal is to get required training for City staff. When the program is completed, City shall be able to manage the I&I Program independently with in-house staff.

3.2 Scope of Services

The Respondent agrees to provide complete engineering consulting services set forth in the two phases enumerated below in compliance with applicable State, County and City laws, ordinances, regulations and requirements.

3.2.1 Phase 1 - Quantifying I&I

The first phase of this project covers flow monitoring, rainfall measurement, and groundwater gauging. Monitoring work will collect data for both dry weather and wet weather.

3.2.1.1 Flow Monitoring

The selected Consultant will select flow meters to be installed in City's sewer collection system. A flow meter basin may measure all of the flow into one to up to four pump stations. The consultant shall submit the flow meter cut sheet, installation and data collection methods for review. To extent possible, these measurement devices shall be installed in the terminal manhole to the pump station. Where this is not possible, the Department will accept other types of flow measurement. Flow metering is expected to cover all 85 pump stations with the City.

Flow measurement will be installed and monitored daily up to 120 days. As the project progresses, the consultant may change locations of the flow meters to better identify inflow into specific pump stations.

3.2.1.2 Rainfall Monitoring

The rainfall monitoring devices shall measure all rainfall events over 0.1 inches. The consultant shall submit the rain gauge cut sheet, installation and data collection methods for City's review and approval. The selected consultant shall recommend the number and installation locations of rain gauges, including installing these rain gauges at pump stations. The gauges should be distributed so that the Consultant is able to correlate rainfall with inflows to the pump station. The Consultant will use this data to establish rainfall dependent I&I volumes for each of the flow basins. Rainfall measurement will be installed and monitored daily for at least 120 days.

3.2.1.3 Groundwater Monitoring

The selected consultant shall recommend and submit the groundwater monitoring device cut sheet, installation and data collection methods for City's review and approval. The consultant will determine the number and installation locations of groundwater monitoring devices, and install them to establish initial groundwater elevations. These will also be used to analyze changes in groundwater elevations during the monitoring period and to establish the length of gravity main below recorded ground elevations. The consultant should install sufficient number of these devices to cover the entire sewer collection system area. Groundwater measurement will be installed and monitored daily for at least 120 days.

3.2.1.4 Goals of Phase 1

The Department is interested in the following parameters be monitored and analyzed:

- Average daily flow
- Average dry-weather base flow
- Groundwater infiltration, both dry- and wet-weather
- Minimum and maximum flows
- Rainfall amount and intensity
- Rainfall dependent I&I volumes
- Peak hour flow and peaking factor
- Peak 15-minute flow depth
- Peak 15-minute flow volume
- Total monthly flow
- Other data as recommended by the selected consultant.

At the end of this phase of work, the Department shall be able to identify which of the pump stations are vulnerable to rainfall, the extent to which they are vulnerable as related to inches of rainfall, and the quantity of additional inflow for an inch of rain.

3.2.1.5 Progress Meetings

The consultant will be expected to provide three progress meetings during Phase 1:

- After dry-weather flow measurement
- At the monitoring mid-point
- After all data is collected and the consultant begins drafting the report

3.2.1.6 Phase 1 Report

The consultant will prepare a comprehensive report documenting data collection, findings, and conclusions. The report should have sufficient detail so that an independent third party can repeat the data collection and analysis process for quality assurance. The recommendations section will include all sub-basins recommended for I&I source investigation and a cost estimate for completing this work.

3.2.2 Phase 2 – Source Investigation, Repair and Rehabilitation

3.2.2.1 I&I Source Investigation

The goal of Phase 2 is, to the extent possible, to locate sources of rain dependent I&I for the sewer lift stations identified in Phase 1. The final scope of Phase 2 will depend on Phase 1 Report. With vulnerable pump stations identified, the selected consultant will investigate potential I&I sources. The investigation may use, but will not be limited to the following techniques either using a contractor solicited through bidding process prepared by consultant:

- Smoke testing
- Night Flow Isolation
- Closed-circuit television
- Dye testing

3.2.2.2 Progress Meetings

The consultant will arrange monthly progress meetings and provide meeting minutes.

3.2.2.3 Phase 2 Reports

The consultant shall prepare a comprehensive report documenting data collection, findings, and conclusions. The report shall locate all identified sewer basins with significant defects. Report appendices will include copies of all field data and logs. These may be scanned field notes or electronic files. The consultant will submit all photos and videos electronically. Finally, the Department expects the report to include recommendations for reducing the identified inflows and infiltration points in the wastewater collection system.

3.2.2.4 I&I Repair and Rehabilitation

After I&I is quantified and sources are identified, repair and rehabilitation will be implemented as needed with separate projects. The tasks shall include, but not limited to, the following tasks as needed and approved by the City.

- Consultant may develop bid documents to implement repair and rehabilitation of sewer system, including pipe replacement, point repair, manhole repair, and Cured-In-Place Pipe (CIPP) Lining.
- Consultant will assistant City staff during bid phase of each project
- As needed, Consultant, as the representative of the City during the Construction Phase, may provide full administration during construction phases of these projects, and supervising City's construction inspectors.
- City may use City Project Manager to oversee the construction and use Consultant as technical support during construction if possible.

3.2.2.5 Training

Consultant shall train City I&I team/staff the following skills with the goal that City could manage I&I Program independently with in-house staff after the program.

- I&I evaluation approach and method
- Use of the analysis template files /models developed by the Consultant
- Familiar with I&I analysis techniques
- Review of CCTV and other inspection submittals
- Familiar with I&I repair and rehabilitation methods
- Familiar with development of technical specifications for the I&I program
- Review and approval of shop drawing, samples, request for information
- Negotiation of change orders due to unforeseen conditions.
- Examine final work and development of punch list for the project
- Preparing and approval of as-built drawings
- Certification of the project

3.2.3 Schedule

Phase I monitoring will last at least 5 months. The Department will expect a final report within 2 months of completing Phase 1 work.

Phase 2 work could be up to 4 years and scope of each year will be determined when the scope of work is finalized after Phase 1 work, and considered as needed by the Department.

Section IV-Submittal Requirements

4.1 Instructions

- **4.1.1** All proposals must be submitted in a sealed package with the RFQ number, due and open date, and the RFQ title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.
- **4.1.2 THIS IS A PAPER RFQ SUBMITTAL WITH QUALIFICATIONS.** All Statements of Qualifications (SOQs) must be received by the City of Hollywood, in the City Hall-City Clerk Office, 2600 Hollywood Blvd, Room 221, Hollywood, Florida, 33020 prior to the date specified. Submittal of response by fax or e-mail will NOT be acceptable.

Respondents must submit an <u>Identified Original</u> and six copies for a total of seven, one original hard copy and six copies of your proposal. Respondents must submit proposal on a USB as well. USB copy must match the original hardcopy. In case of any discrepancy between the original hard copies and the USB, the original hard copy prevails. Failure to provide proposals as stated above may be grounds to find Respondents non-responsive.

The Respondent understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed contract, and such information is warranted by the Respondent to be true. The Respondent agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Respondent, as may be required by the City.

A representative who is authorized to contractually bind the firm shall sign the STATEMENT OF QUALIFICATION CERTIFICATION/ or ACKNOWLEDGEMENT FORM. Omission of a signature on that page may result in rejection of your proposal.

Although proposals are accepted 'hard copy', the City of Hollywood uses BIDSYNC (www.bidsync.com) to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, and responding to questions / requests for information. There is no charge to register and download the RFQ from BIDSYNC. Respondents are strongly encouraged to read the various vendor Guides and Tutorials available in BIDSYNC well in advance of their intention of submitting a response to ensure familiarity with the use of BIDSYNC. The City shall not be responsible for a Respondent's inability to submit a response by the end date and time for any reason, including issues arising from the use of BIDSYNC.

- 4.1.3 Careful attention must be given to all requested items contained in this RFQ. Respondents are invited to submit responses in accordance with the requirements of this RFQ. Please read the entire solicitation before submitting an SOQ. Respondents must provide a response to each requirement of the RFQ. Responses should be prepared in a concise manner with an emphasis on completeness and clarity. Respondent's notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFQ text is followed.
 - All Responses shall be submitted in a sealed envelope or package with the RFQ number and opening date clearly noted on the outside of the envelope.
- **4.1.4** All information submitted by Respondents shall be typewritten or provided as otherwise instructed to in the RFQ. Respondents shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms may cause the response to be rejected and deemed non-responsive.
- **4.1.5** Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority stated herein.

The following information and documents are required to be provided with the Respondents responses to this RFQ Failure to do so may deem your SOQ non-responsive.

4.2 Contents of the Statement of Qualification

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFQ. The City prefers that responses be no more than 50 pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled USB in an envelope or paper sleeve. The responses shall be organized and divided into the sections indicated herein. These are not inclusive

of all the information that may be necessary to properly evaluate the response and meet the requirements of the Scope of Services and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in response to specific requirements stated herein or through the RFQ.

Note: Do not include pricing - Compensation will be requested and considered only during the competitive negotiation process.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Each Respondent must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service the contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the SOQ.

4.2.3 Firm Qualifications and Experience

Respondents are to submit a complete information and documentation that demonstrates their ability to satisfy all of the minimum qualifications and scope of service requirements. Indicate the firm's number of years of experience in providing the professional services as it relates to the work and services contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate business structure, i.e.: Corporation, Partnership, or LLC. Firm should be registered as a legal entity in the State of Florida and you shall include the firm address, phone number, fax number, email address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

Respondent shall submit proof of experience for a minimum of three projects of similar scope and scale (or larger) and shall, for each project listed, identify location; dates of construction; project name and overall scope; scope of work that was self-performed by Respondent; and client's name, address, telephone number and email address.

4.2.4 Organizational Profile and Project Team Qualifications

This section shall include a detailed profile of the organization and identify the project team. Providing this information on an organizational chart is recommended. This section shall also include resumes of the project team and their current office location in the Consultant's firm. Lastly include details of how each project team member will contribute to the project, in what capacity, and the level of involvement and their expertise. Provide a comprehensive summary of the experience and qualifications of the individual(s) who will be selected to serve as the project manager(s).

4.2.5 Approach to Scope of Work

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project as described in the scope of services, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the firm shall propose a scheduling methodology (time line) for effectively

managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

Provide an overview of your understanding of the City's vulnerability to the effects of climate change and sea level rise and your goal to address resiliency through projects assigned to your firm.

4.2.6 References

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFQ. Information should include:

- Client name, address, contact person telephone and <u>current</u> email addresses (email will be primary means of contact).
- Description of work.
- Date project began and completion date. Indicate whether it was on time and on budget.
- Beginning and ending project budget.
- Number of amendments and change orders.
- List any stop work orders and reasons.

Note: Do not include City of Hollywood work or staff as references to demonstrate your capabilities. The Evaluation Committee is interested in work experience and references other than the City of Hollywood.

4.2.7 Sub Consultants

Respondents must clearly identify any sub-respondents that may be utilized for the Work in accordance with the Contract. All information requested in sections 4.2.3 through 4.2.8 shall be provided for each respondent.

4.2.8 Required Forms (Under Section 6-Required Forms)

a. Drug Free Workplace Program

Complete and attach the Drug Free Workplace form provided herein in Section 6 - Required Forms

b. Certifications Regarding Debarments and Suspensions

Complete and attach the form Debarment form provided in Section 6 - Required Forms.

c. Non-Collusion Affidavit

Complete and attach the Non-Collusion form provided in Section 6 - Required Forms.

d. References

Complete and attach the References form provided in Section 6 - Required Forms.

e. Statement of Qualification Certification

Complete and attach the Statement of Qualification Certification provided in Section 6 - Required Forms.

f. Sworn Statement Pursuant to Section 287.133(3)(a)

Complete and attach the Sworn Statement form provided in Section 6 - Required Forms.

- 4.3 By submitting an SOQ each firm is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes.
- 4.4 Before awarding a contract, the City reserves the right to require that a firm submit such evidence of his/her/its qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making an award in the best interest of the City.

Section V - Evaluation and Award

5.1 Evaluation Procedure

- 5.1.1 Evaluation of the submittals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City staff, or other persons selected by the Chief Procurement Officer (CPO) or designee. All committee members must be present at scheduled evaluation meetings. Submittals shall be evaluated based upon the information and references contained in the SOQs as submitted. Evaluation procedures shall be regulated by § 287.055, Florida Statutes, referred to as the Consultants' Competitive Negotiations Act (CCNA). Any firm(s) involved in a joint venture in its SOQ will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.
- 5.1.2 The committee shall short list no less than three firms, assuming that three submittals have been received that it deems best satisfy the weighted criteria set forth herein and the committee has attempted to select the best qualified firm(s) for the particular project. The committee shall review and evaluate proposals, and may conduct interviews, and/or require oral presentations with all short-listed firms. The committee shall then rank the short-listed firms based upon the information provided in interviews and/or presentations, the materials presented, the firm's responses to the RFQ and deliberations of the Evaluation Committee at publically advertised Evaluation Meetings. The City may request and the firm shall provide additional information deemed necessary by the Evaluation Committee to conduct evaluations.
- 5.1.3 The ranking and the Evaluation Committee's recommendation shall be reported to the City Commission through and with the concurrence of the City Manager, who shall request the City Commission approve the final ranking and authorize staff to negotiate a contract with the highest ranked firm for consideration by the City Commission at a later date. If the City is unable to reach an agreement with the top ranked firm, negotiations will be terminated at the sole discretion of the City and City staff will then begin negotiations with the next ranked firm and so forth until an agreement is reached and a contract awarded by the City Commission.

5.2 Evaluation Criteria

5.2.1 Pursuant to Section 287.055, Florida Statutes, in determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of

effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations.

5.2.2 Each evaluation committee will first evaluate the Statement of Qualifications for each of the category items included in Section 5.3. Following their review, each selection committee member will score each firm by providing their score for each of the evaluation criteria items by using the maximum points established for each. Once all the selection committee total score is finalized, a gross total score for each firm will be calculated by adding the total score of all selection committee members. Then, the gross total score per firm will be averaged by the number of selection committee members. The final average score will be used to determine the firm's ranking.

Using the average scores each firm will be ranked as 1, 2, 3, etc. The highest average score will receive the highest ranking. Once the initial selection criteria rankings is completed, the selection committee may determine if Oral Presentations are necessary and provide a final recommendation for contract award based using the initial selection criteria rankings. This scoring methodology will be used for Initial Evaluation. Scores from the initial evaluation will not carry towards the oral presentation or final award recommendation.

Sample Calculation Table – the following table has been provided to as an example to demonstrate the scoring calculation method and approach. Each selection criteria will carry a maximum amount of points which will be reflected on the selection committee's blank score card.

Sample Scoring Calculation

Total Scores from Selection Committee Score Card

i otal occios il ol	ii ocicotioni ooniii	inition booth bara		
Committee	Committee	Committee	Committee	Gross Score
Score Card	Member 1	Member 2	Member 3	
Firm 1	95	85	90	270
Firm 2	90	82	75	247
Firm 3	85	80	70	235

Final Ranking Calculation

Firm Name	Gross Score	Firm Average Score	Firm Final Ranking
Firm 1	270	90.00	1
Firm 2	247	82.33	2
Firm 3	235	78.33	3

5.3 Weighted Evaluation Criteria

Evaluation Criteria	<u>Percentage</u>
Firm Qualifications and Experience Overall approach, similar project experience and project management	30
Organizational Profile and Project Team Qualifications Professional experience and qualifications	25

of team members

Approach to Scope of Work

30

Understanding City's needs, goals and objectives, overview of proposed vision, ideas, and methodology, as it relates to meeting project budget and time-line for completion.

Past Performance - References

10

Provide at least three references, preferably from Government entities, for completed projects with similar Scope contained in this RFQ.

Location of Respondent Office Managing Project

5

Travel time and overall distance from respondent's office to Project site.

5.4 Oral Presentation

If required, short-listed firms shall present an oral overview of their approach to perform work on this particular project and their ability to meet the City's required project needs. The short-listed firms will also answer any additional questions that the Committee may have. The oral presentation will be limited to 30 minutes after which a question and answer period not exceeding 15 minutes will commence.

Short-listed firms will be scored on an ordinal basis (ie.1, 2, 3, etc.). A score of 1 will be given to the firm considered most qualified to provide the required services to the City, followed by a score of 2 being given to the next firm considered most qualified, and so on and so forth. The firm with the fewest total points will be ranked number 1.

5.5 Contract Award

- **5.5.1** The City reserves the right to award a contract or contracts to the Respondent or Respondents that will best serve the interests of the City. The City reserves the right, based upon its deliberations and in its sole discretion, to accept or reject any or all submittals. The City also reserves the right to waive minor irregularities or variations of the submittal requirements and RFQ process.
- **5.5.2** Upon award of a Contract by the City Commission, the City Manager is authorized to execute the Contract on behalf of the City. The City Manager shall appoint a contract administrator or project manager for the Contract to assure compliance with the contract and applicable law. The contract administrator or project manager shall review all pay requests or deny same as required prior to approval by the City Manager.

Section VI Required Forms

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

DRUG-FREE WORKPLACE PROGRAM

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program (if such is available in the employee's community) by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

SIGNATURE	PRINTED NAME	
NAME OF COMPANY	_	
DEC/DED/ITP Number:	Title:	

CERTIFICATIONS REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Applicant Name and Address:	_
Application Number and/or Project Name:	
Applicant IRS/Vendor Number:	
Type/Print Name and Title of Authorized Representat	ive:
Signature: Da	
REQ/REP/ITB Number:	Title·

NON-COLLUSION AFFIDAVIT

STATE OF:			
COUNTY O	F:	, being first duly sworn, depos	ses and says that:
(1)	He/she is the attached Bid.	of	the Respondent that has submitted,
(2)	He/she has been fully inforr circumstances regarding suc		contents of the attached Bid and of all pertinen
(3)	Such Bid is genuine and is n	ot a collusion or sham Bid;	
(4)	in interest, including this affia any other Respondent, firm of the attached Bid has been su directly or indirectly, sought by firm or person to fix the price	ant has in any way colluded, conspor person to submit a collusive or shamitted or to refrain from bidding in congreement or collusion or communities, profit or cost element of the	ners, agents, representatives, employees or parties prized, connived or agreed, directly or indirectly with mam Bid in connection with the contractor for which connection with such contract, or has in any manner unication or conference with any other Respondent as Bid price or the Bid price of any other Respondent person interested in the proposed Contract; and
(5)		ement on the part of the Respond	er and are not tainted by any collusion, conspiracy lent or any of its agents, representatives, owners
(SIGNED			
	Title:		
Subscribe	ed and sworn to before me this	;	
day	of, 20	_	
Му	commission expires:		
RFQ/RFP/IT	B Number:	Title:	



VENDOR REFERENCE VERIFICATION FORM

It is the responsibility of the contractor/vendor to provide a minimum of three (3) similar type references using this form and to provide this information with your submission. Failure to do so may result in the rejection of your submission.

City of Hollywood Solicita	ation No. and Title	?•					
Reference for:							
Organization/Firm Name	providing referen	ce:					
Organization/Firm Conta	ict Name:				Title:		
Email:				_	Phone:		_
Name of Referenced Proje	ect:			Cor	ntract No:		
Date Services were provide	led:			– Project	Amount:		
Referenced Vendor's role	in Project:	Prime Ven	dor	_		Subcontra	ctor/ Subconsultant
Would you use the Vendo	or again?	Yes			\boxtimes	No. Please sp	pecify in additional comments
·	_						
Description of services pr	ovided by Vendor:	:					
Please rate your experience	ce Need Imp	rovement	Satisfac	tory	Excell	ent	Not Applicable
with the Vendor							
Vendor's Quality of Servi	ce						
a. Responsive		1					
b. Accuracy]					
c. Deliverables]					
Vendor's Organization:				•			
a. Staff expertise]					
b. Professionalism]					
c. Staff turnover]					
Timeliness of:		<u> </u>					
a. Project]					
b. Deliverables]					
		I					
Additional Comments: (p	provide additional	sheet if nece	essary)				
		THIS SECT	'ION FOR CI'	TY USE O			
Verified via:	Email:		Verbal:		Mail:		
Verified by:	Name:				Title:		
verified by.	Department:				Date:		

STATEMENT OF QUALIFICATION CERTIFICATION

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit http://www.dos.state.fl.us/).

Company: (Legal Regist	ration)			
Name/Principal/Project N	Manager:			
Address:				
City:		State	e: 2	Zip:
Telephone No	FEIN/Tax ID No	E	Email:	
Does your firm qualify fo	r MBE or WBE status:	MBE WBE		
ADDENDUM ACKNOWI and are included in the p	<u>EDGEMENT</u> - Respondent ac proposal:	knowledges that th	e following ad	denda have been received
Addendum No.	<u>Date Issued</u>	Addendum No.	Date Issued	
				
	e electronically through BIDSYNG	o you must click the	ехсерион шк	
conditions, specifications ad including the specifications approved by the City and su also agrees, by virtue of su indirect, incidental, consec solicitation process, includir or award proceedings exc	s to furnish the following article(s) of ddenda, legal advertisement, and of and fully understand what is required acceptance covers all terms, consistenting or attempting to submit a quential, special or exemplary day and but not limited to public advertise eed the amount of \$500.00This Is a protest ordinance contained in this	conditions contained in lired. By submitting the inditions, and specifications, and specifications, that in not amages, expenses, commander, bid conference imitation shall not approximate the conference in the	n the bid/proposa this signed proposations of this bid/ event shall the or lost profits are es, site visits, eventy to claims a	al. I have read all attachments osal I will accept a Contract if proposal. The below signatory City's liability for respondent's rising out of this competitive valuations, oral presentations,
oublined by.				
Name (printed)		Signature		
Date:		Title		

SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a) FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS

This form statement is sub. By	for		
(Print individual's name and ti whose business address is _	tle) (Print r	name of entity submitting	<u> </u>
and if applicable its Federal Social Security Number of the			If the entity has no FEIN, include the
state or federal law by a perso an agency or political subdivis reply, or contract for goods o	on with respect to and directly sion of any other state or with r services, any lease for real	related to the transaction the United States, include property, or any contract	Florida Statutes, means a violation of any of business with any public entity or with ding, but not limited to, any bid, proposal for the construction or repair of a public racketeering, conspiracy, or materia
guilt or a conviction of a publi	c entity crime, with or withou nindictment or information af	t an adjudication of guilt,)(b), Florida Statutes, means a finding o in an federal or state trial court of recordult of a jury verdict, nonjury trial, or entry
4. I understand that "Affiliat	e," as defined in paragraph 2	87.133(1)(a), <u>Florida Sta</u>	<u>tutes,</u> means:
1. A predecessor	or successor of a person conv	victed of a public entity cr	ime, or
been convicted partners, sharel ownership by c equipment or in a prima facie ca	of a public entity crime. The holders, employees, members one person of shares constitution among persons when note that one person controls a hold has been convicted of a person control of a person control.	ne term "affiliate" includes, and agents who are act tuting a controlling interect for fair market value unother person. A person	management of the entity and who has es those officers, directors, executives ive in the management of an affiliate. The test in another person, or a pooling onder an arm's length agreement, shall be who knowingly enters into a joint venture da during the preceding 36 months shall
entity organized under the law that bids or applies to bid on o	vs of any state or of the Unite contracts let by a public entity rson" includes those officers	ed States with the legal p , or that otherwise transa	atutes, means any natural person or any ower to enter into a binding contract and octs or applies to transact business with a hareholders, employees, members, and
6. Based upon information a sworn statement. (please indi			ue in relation to the entity submitting this
	ents who are active in the m	anagement of the entity	ector, executives, partners, shareholders, nor any affiliate of the entity has been

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners,

shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or

an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

shareholders, employees, members, or agents who are active been charged with and convicted of a public entity crime, but t proceeding before a Hearing Officer of the State of the State of	one or more of its officers, directors, executives, partners, in the management of the entity, or an affiliate of the entity has the Final Order entered by the Hearing Officer in a subsequent of Florida, Division of Administrative Hearings, determined that is sworn statement on the convicted vendor list. (attach a copy
IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC DECEMBER 31 OF THE CALENDAR YEAR IN THAT IT IS INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO	O THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY C ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT R A CATEGORY TWO PROJECT OF ANY CHANGE IN THE
`	(6)
	(Signature)
Sworn to and subscribed before me this day of	, 20
Personally known	
Or produced identification Notary	Public-State of
My commission expires	
	(Printed, typed or stamped commissioned name of notary public)

RFQ/RFP/ITB Number: _______Title: _____

HOLD HARMLESS AND INDEMNITY CLAUSE

(Company Name and Authorized Repre	sentative's Name)	
agents for any and all suits, actions, legal any kind whether arising prior to the start of caused, occasioned or contributed to in w	nd hold harmless the City of Hollywood, its elector administrative proceedings, claims, damage, factivities or following the completion or acceptancle or in part by reason of any act, error or oming under its direction, control, or on its behalf in control.	, liabilities, interest, attorney's fees, costs of ance and in any manner directly or indirectly ission, fault or negligence whether active of
SIGNATURE	PRINTED NAME	
COMPANY OF NAME	DATE	

Failure to sign or changes to this page shall render your bid non-responsive.

SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Florida Statute 112.313 prohibits the solicitation or acceptance of Gifts. - "No Public officer, employee of an agency, local government attorney, or candidate for nomination or election shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.". The term "public officer" includes "any person elected or appointed to hold office in any agency, including any person serving on an advisory body."

City of Hollywood policy prohibits all public officers, elected or appointed, all employees, and their families from accepting any gifts of any value, either directly or indirectly, from any contractor, respondent, consultant, or business with whom the City does business.

The State of Florida definition of "gifts" includes the following:

Real property or its use,

Tangible or intangible personal property, or its use,

A preferential rate or terms on a debt, loan, goods, or services,

Forgiveness of indebtedness,

Transportation, lodging, or parking,

Food or beverage,

Membership dues,

Entrance fees, admission fees, or tickets to events, performances, or facilities,

Plants, flowers or floral arrangements

Services provided by persons pursuant to a professional license or certificate.

Other personal services for which a fee is normally charged by the person providing the services.

Any other similar service or thing having an attributable value not already provided for in this section.

Any contractor, Respondent, consultant, or business found to have given a gift to a public officer or employee, or his/her family, will be subject to dismissal or revocation of the Contract.

SIGNATURE	PRINTED NAME
NAME OF COMPANY	TITLE

As the person authorized to sign the statement, I certify that this firm will comply fully with this policy.

Failure to sign this page shall render your bid non-responsive.

Section VII

GENERAL TERM AND CONDITIONS (CONTRACT)

GENERAL TERMS AND CONDITIONS

1.1 INTENT

It is the intent of the City, through this RFQ and the Contract Conditions contained herein, to establish to the greatest possible complete clarity regarding the requirements of both parties to the Contract resulting from this RFQ.

Before submitting an SOQ, the respondent shall be thoroughly familiarized with all Contract Conditions referred to in this document and any addenda issued before the SOQ submission date. Such addenda shall form a part of the RFQ and shall be made a part of the Contract. It shall be the respondent's responsibility to ascertain that the SOQ includes all addenda issued prior to the SOQ submission date. Addenda will be posted on the City's internet site along with the RFQ.

The terms of the RFQ and the selected respondent's SOQ and any additional documentation (e.g., questions and answers) provided by the respondent during the solicitation process will be integrated into the final Contract(s) for services entered into between the City and the selected respondent(s). The respondent shall determine, by personal examination and by such other means as may be preferred, the conditions and requirements under which the Contract must be performed.

1.2 RESPONDENT'S RESPONSIBILITIES

Respondents are required to submit their SOQs upon the following express conditions:

- A. Respondents shall thoroughly examine the drawings, specifications, schedules, instructions and all other Contract Documents.
- B. Respondents shall make all investigations necessary to thoroughly inform themselves regarding delivery of material, equipment or services as required by the RFQ. No plea of ignorance by the respondent of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the respondent to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the Contract Documents, will be accepted as a basis for varying the requirements of the City or the compensation due the respondent.
- C. Respondents are advised that all City contracts are subject to all legal requirements provided for in the City of Hollywood Charter, Code of Ordinances and applicable county ordinances, state statutes and federal statutes, rules and regulations.

1.3 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs will be prepared in accordance with the following:

- A. The City's enclosed Proposal Forms, in their entirety, are to be used in submitting your SOQ. NO OTHER FORM WILL BE ACCEPTED.
- B. All information required by the proposal form shall be furnished. The respondent shall sign each continuation sheet (where indicated) on which an entry is made.

The City is exempt from payment to its vendors of State of Florida sales tax and, therefore, such taxes should not be figured into the RFQ. However, this exemption does not apply to suppliers to the City in their (supplier) purchases of goods or services used or incorporated in work or goods supplied to the City. Respondents are responsible for any taxes, sales or otherwise, levied on their purchases, subcontracts, employment, etc. An exemption certificate will be signed where applicable, upon request. The City will pay no sales tax.

1.4 ADDENDA

The Office of Procurement Services and Contract Compliance may issue an addendum in response to any inquiry received, prior to SOQ opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The respondent should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this RFQ solicitation document or in any addenda issued. Where there appears to be a conflict between this RFQ solicitation and any addendum, the last addendum issued shall prevail. It is the respondent's responsibility to ensure receipt of all addenda and any accompanying documents. Respondent(s) shall acknowledge receipt of any formal Addenda by signing the addendum and including it with their SOQ. Failure to include signed formal addenda in its SOQ shall cause the City to deem the SOQ non-responsive, provided however that the City may waive this requirement in its best interest.

1.5 REJECTION OF STATEMENTS OF QUALIFICATIONS

The City may reject an SOQ if:

- A. The respondent fails to acknowledge receipt of an addendum, or if
- B. The respondent misstates or conceals any material fact in the SOQ, or if
- C. The SOQ does not strictly conform to the law or requirements of the RFQ, or if
- D. The City is under a pre-lawsuit claim or current litigation with the respondent.

The City may reject all SOQs if it is deemed in the best interest of the City to do so, and may reject any part of an SOQ unless the SOQ has been qualified as provided herein.

1.6 WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

- A. SOQs may not be withdrawn and shall be deemed enforceable for a period of 180 days after the time set for the RFQ opening.
- B SOQs may be withdrawn prior to the time set for the RFQ opening. Such request must be in writing.
- C. The City will permanently retain as liquidated damages the bid deposit furnished by any respondent who requests to withdraw an SOQ after the RFQ opening.

1.7 STATEMENTS OF QUALIFICATIONS TO REMAIN OPEN

All SOQs shall remain open for 180 calendar days after the day of the SOQ opening, but the City may, in its sole discretion, release any SOQ prior to that date. Extensions of time when SOQs shall remain open beyond the 180 day period may be made only by mutual written agreement between the City, the successful respondent and the surety, if any, for the successful respondent.

1.8 LATE STATEMENTS OF QUALIFICATIONS OR MODIFICATIONS

Only SOQs received as of the opening date and time will be considered timely. SOQs and modifications received after the time set for the opening will be returned, un-opened, to the sender and rejected as late.

1.9 CONFLICTS WITHIN THE SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the RFQ Submittal Section, or any addendum issued, the order of precedence shall be the last addendum issued, the RFQ Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.10 CLARIFICATION OR OBJECTION TO STATEMENT OF QUALIFICATIONS SPECIFICATIONS

If any person contemplating submitting an SOQ for this Contract is in doubt as to the true meaning of the specifications or other RFQ documents or any part thereof, they may submit requests for clarification to the Office of Procurement Services and Contract Compliance on or before the date specified for a request for clarification. All such requests for clarification shall be made in writing, and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the RFQ, if made, will be made only by Addendum duly issued. A copy of such Addendum will be made available to each person receiving an RFQ. The City will not be responsible for any other explanation or interpretation of the RFQ given prior to the award of the Contract. Any objection to the specifications and requirements as set forth in this RFQ must be filed in writing with the Chief Procurement Officer on or before the date specified for a request for clarification.

1.11 COMPETENCY OF RESPONDENTS

SOQs will be considered only from firms that are regularly engaged in the business of providing the goods and/or services as described in this RFQ(s); have a record of performance for a reasonable period of time; and have sufficient financial support, equipment and organization to ensure that they can satisfactorily deliver the material and/or services if awarded a Contract under the terms and conditions set forth in the Contract. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well established company in line with the best business practices in the industry and as determined by the proper City authorities.

The City may consider any evidence available to it of the financial, technical and other qualifications and abilities of a respondent, including past performance (experience) in making the award in the best interest of the City. In all cases, the City shall have no liability to any respondent for any costs or expenses incurred in connection with this RFQ or otherwise.

1.12 QUALIFICATIONS OF RESPONDENTS

No SOQ will be accepted from, nor will any contract be awarded to any person who is in arrears to the City upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, who is on the City's debarment list, or who is deemed irresponsible or unreliable by the City.

As part of the SOQ evaluation process, the City may conduct a background investigation including a record check by the Hollywood Police Department. Respondent's submission of an SOQ constitutes acknowledgment of the process and consent to such investigation. City shall be the sole judge in determining a respondent's qualifications.

1.13 AWARD OF CONTRACT

If the Contract is to be awarded, it will be awarded after evaluation by the City to the highest ranked firm who the City determines will be in the best interest of the City. Respondents may be invited to an oral interview before the committee. A short list of finalists will be determined and presented to either the City Manager or designee or to the City Commission, in accordance with the applicable City Code of Ordinances, and will make the final ranking for the purposes of negotiating a contract with the top ranked firm. The successful respondent shall be required to sign a negotiated contract; the refusal or failure of a successful respondent to execute a contract which contains the mandatory material terms and conditions contained in the RFQ shall be grounds for deeming the respondent and/or the respondent's SOQ non-responsive.

If applicable, the respondent to whom award is made shall execute a written contract prior to award by the City Commission. If the respondent to whom the first award is made fails to enter into a contract, the contract may be let to the next highest ranked respondent who is responsible and responsive in the opinion of the City.

1.14 BASIS FOR AWARD, EVALUATION CRITERIA AND QUESTIONS

The qualification of respondents on this project will be considered in making the award. The City is not obligated to accept any SOQ if deemed not in the best interest of the City to do so. The City shall make award to a qualified respondent based on responses to this RFQ.

Failure to include in the SOQ all requested information may be cause for rejection of the SOQ.

The City reserves the right to accept or reject any and all SOQs, in whole or in part, as determined to be in the best interest of the City in its sole discretion.

The City reserves the right to waive any informalities or irregularities in SOQs.

The City reserves the right to negotiate separately the terms and conditions or all or any part of the SOQs as deemed to be in the City's best interest **in its sole discretion**.

Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by the City, shall be utilized in the final award. The final award of a contract is subject to approval by the City Commission.

1.15 CONTRACT

A Contract shall be sent to the firm to be signed, witnessed, and returned to the City for execution. The City will provide a copy of the fully executed contract to the awarded respondent.

1.16 BID PROTESTS

The City shall provide notice of its intent to award or reject to all respondents by posting such notice on the City's website.

After a notice of intent to award a contract is posted, any actual or prospective respondent who is aggrieved in connection with the pending award of the contract or any element of the process leading to the award of the contract may protest to the Chief Procurement Officer. A protest must be filed within five business days after posting or any right to protest is forfeited. The protest must be in writing, must identify the name and address of the protester, and must include a factual summary of, and the basis for, the protest. Filing shall be considered complete when the protest, including a deposit, is received by the Office of Procurement Services and Contract Compliance. Failure to timely file a protest shall constitute a full waiver of all rights to protest the City's decision regarding the award.

The written protest shall state in detail the specific facts and law or ordinance upon which the protest of the proposed award is based, and shall include all pertinent documents.

A written protest may not challenge the relative weight of evaluation criteria or a formula for assigning points.

Upon receipt of a formal written protest, the City shall stop award proceedings until resolution of the protest, unless it has been determined that the award of the contract without delay is necessary to protect substantial interests of the City.

Any and all costs incurred by a protesting party in connection with a bid protest shall be the sole responsibility of the protesting party.

Upon receipt of a protest of the pending award of a contract, a copy of the protest shall promptly be forwarded to the City Attorney. The City Attorney shall review the charge to determine its sufficiency, including whether the protest was timely filed. If upon review the City Attorney determines that the charge is insufficient, the City Attorney may issue a summary dismissal of the protest. If upon review the City Attorney determines that the charge is sufficient, a hearing of the protest committee shall be scheduled.

A protest committee shall have the authority to review, settle and resolve the protest. The committee shall consist of three members appointed by the City Manager, and the City Attorney or designee shall advise the committee. The committee's review shall be informal.

If the protest committee determines that the pending award of a contract or any element of the process leading to the award involved a significant violation of law or applicable rule or regulation, all steps necessary and proper to correct the violation shall be taken. If the committee determines that the protest is without merit, the Director shall promptly issue a decision in writing stating the reason for the decision and furnish a copy to the protester and any other interested party, and the process leading to the award shall proceed.

1.17 PREPARATION OF STATEMENTS OF QUALIFICATIONS

SOQs shall be prepared in accordance with the SOQ response format. SOQs not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

Requirements for Signing SOQ:

- A. Each Respondent, by submitting an SOQ, represents that this document has been read and is fully understood.
- B. The SOQ must be signed in ink by an individual authorized to legally bind the person, partnership, company, or corporation submitting the SOQ.
- C. All manual signatures must have the name typed directly under the line of the signature.
- D. The above requirements apply to all RFQ addenda.

1.18 EXAMINATION OF STATEMENT OF QUALIFICATIONS DOCUMENTS

Before submitting an SOQ, each Respondent must: examine the SOQ Documents thoroughly; consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress, performance, or provision of the commodities and/or services; study and carefully correlate respondent's observations with the SOQ Documents, and notify the City's agent of all conflicts, errors and discrepancies in the SOQ Documents.

The submission of an SOQ will constitute an incontrovertible representation by the Respondent that the Respondent has complied with every requirement of this RFQ, that without exception the SOQ is premised upon performing the services and/or furnishing the commodities and materials in accordance with such means, methods, techniques, sequences or procedures as may be indicated in or required by the SOQ Documents, and that the SOQ Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of performance and furnishing of the goods and/or services.

1.19 INFORMATION

Further information, if desired, may be obtained from the Office of Procurement Services and Contract Compliance, 2600 Hollywood Boulevard, Room 303, Hollywood, Florida 33020, telephone (954) 921-3299.

Questions or requests for clarification of the specifications shall be in writing and received by the Office of Procurement Services and Contract Compliance by the date specified for a request for clarification. They may be mailed or faxed to (954) 921-3086 or emailed to pbassar@hollywoodfl.org.

1.20 MODIFICATION AND WITHDRAWAL OF STATEMENTS OF QUALIFICATIONS

SOQs must be modified or withdrawn by an appropriate document duly executed in the manner that an SOQ must be executed and delivered to the place where SOQs are to be submitted at any time prior to the deadline for submitting SOQs. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so and, in a case where signed by a deputy or subordinate, the principal's proper written grant of authority to such deputy or subordinate must accompany the request for withdrawal or modification. Withdrawal of an SOQ will not prejudice the rights of a Respondent to submit a new SOQ prior to the SOQ date and time. Except where provided in the following paragraph, no SOQ may be withdrawn or modified after expiration of the period for receiving SOQs.

If, within 24 hours after SOQs are opened, any Respondent files a duly signed written notice with the City and within five calendar days thereafter demonstrates to the reasonable satisfaction of the City by clear and convincing evidence that there was a material and substantial mistake in the preparation of its SOQ, or that the mistake is clearly evident on the face of the SOQ but the intended correct SOQ is not similarly evident, then the respondent may withdraw its SOQ and the SOQ Security will be returned.

1.21 REJECTION OF STATEMENTS OF QUALIFICATIONS

To the extent permitted by applicable state and federal laws and regulations, the City reserves the right to reject any and all SOQs, to waive any and all informalities, irregularities and technicalities not involving time or changes in the commodities and/or services, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional SOQs. SOQs will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations or irregularities of any kind.

The City also reserves the right to waive minor technical defects in an SOQ. The City reserves the right to determine, in its sole discretion, whether any aspect of an SOQ satisfies the criteria established in this RFQ.

The City reserves the right to reject the SOQ of any Respondent if the City believes that it would not be in the best interest of the City to make an award to that respondent, whether because the Respondent is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criterion established by the City.

The foregoing reasons for rejection of SOQs are illustrative only and are not intended to be exhaustive.

1.22 AUDIT RIGHTS

The City reserves the right to audit the records of the successful Respondent for the commodities and/or services provided under the contract at any time during the performance and term of the contract and for a period of three years after completion and acceptance by the City. If required by the City, the successful Respondent agrees to submit to an audit by an independent certified public accountant selected by the City, at the sole cost of the Respondent. The successful Respondent shall allow the City to inspect, examine and review the records of the successful Respondent in relation to the contract at any and all times during normal business hours during the term of the contract.

1.23 LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS

The Respondent shall comply with all local, state and federal directives, orders and laws as applicable to this RFQ and subsequent contract(s), including but not limited to:

A. Equal Employment Opportunity, in compliance with Executive Order 11246 as amended and applicable to the Contract.

- B. All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this solicitation must be accompanied by a completed Material Safety Data Sheet.
- C. The Immigration and Nationality Act prohibits (i) the employment of an unauthorized alien when the employer knows the individual is an unauthorized alien and (ii) the employment of an individual without complying with the requirements of the federal employment verification system. If a respondent commits either of these violations, such violation shall be cause for unilateral cancellation of the Contract.
- D. This Section applies only to any contract for goods or services of \$1 million or more: The respondent certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in Section 287.135, Florida Statutes (2019), as may be amended or revised. The City may terminate the Contract at the City's option if the respondent is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.24 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation or material misstatement may be debarred from doing business with the City. As an additional sanction, the City may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25 DEBARRED OR SUSPENDED RESPONDENTS

The Respondent certifies, by submission of a response to this solicitation, that neither it nor its principals and sub-respondents are presently debarred or suspended by any federal department or agency.

1.26 COLLUSION

More than one SOQ received for the same work from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that any Respondent is interested in more than one SOQ for the same work will cause the rejection of such SOQs in which the Respondent is interested. If there are reasonable grounds for believing that collusion exists among the Respondents, the SOQs of participants in such collusion will not be considered.

1.27 COPELAND "ANTI-KICKBACK"

The Respondent and all sub-respondents will comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

1.28 FORCE MAJEURE

The contract that is awarded to the successful Respondent may provide that the performance of any act by the City or respondent may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however that the City shall have the right to provide substitute service from third parties or City forces and in such event the City shall withhold payment due the Respondent for such period of time. If the condition of force majeure exceeds a period of 14 days, the City may, at its option and discretion, cancel or renegotiate the contract.

1.29 PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Respondent, supplier, sub-Respondent, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

1.30 DRUG-FREE WORKPLACE PROGRAM

Preference shall be given to businesses with drug-free workplace programs. If two or more SOQs which are equal with respect to quality and service are received by the City, an SOQ received from a Respondent that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing ties in SOQs will be followed if none of the tied vendors have a drug-free workplace program.

1.31 SOLICITATION, GIVING, AND ACCEPTANCE OF GIFTS POLICY

Respondents, by signing and submitting an SOQ, understand and agree to compliance with the City's and state's policies prohibiting solicitation of gifts by public officers, employees and candidates. Failure to agree by reference or inference will result in your SOQ being declared non-responsive; provided, however, that a responsible Respondent whose SOQ would be responsive but for the failure to submit the signed form in its SOQ may be given the opportunity to submit the form to the City within five calendar days after notification by the City, if this is determined to be in the best interest of the City.

1.32 CONFLICT OF INTEREST

The Respondent represents that:

No officer, director, employee, agent, or other respondent of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of the contract.

There are no undisclosed persons or entities interested with the Respondent in the contract. The contract is entered into by the Respondent without any connection with any other entity or person submitting an SOQ for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other respondent of the City, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or member of the immediate family or household of any of the aforesaid:

- 1. Is interested on behalf of or through the respondent directly or indirectly in any manner whatsoever in the execution or the performance of the contract, or in the services, supplies or work to which the contract relates or in any portion of the revenues; or
- 2. Is an employee, agent, advisor, or respondent to the respondent or to the best of the respondent's knowledge, any sub-respondents or supplier to the Respondent?

Neither the Respondent nor any officer, director, employee, agent, parent, subsidiary, or affiliate of the Respondent shall have an interest that is in conflict with the Respondent's faithful performance of its obligations under the contract, provided that the City, in its sole discretion, may consent in writing to such a relationship, and provided the Respondent provides the City with a written notice, in advance, that identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Section are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under the Contract and those provided by statute, the stricter standard shall apply.

In the event the Respondent has no prior knowledge of a conflict of interest as set forth above and acquires information that may indicate that there may be an actual or apparent violation of any of the above, the Respondent shall promptly bring such information to the attention of the City's Project Manager. The Respondent shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions the respondent receives from the Project Manager in regard to remedying the situation.

1.33 DISCRIMINATION

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit an SOQ on the contract, may not award or perform work as a Respondent, supplier, sub-respondent, or respondent under the contract, and may not transact business with the City.

1.34 ADVICE OF OMISSION OR MISSTATEMENT

In the event it is evident to a Respondent to this RFQ that the City has omitted or misstated a material requirement to this RFQ and/or the services required by this RFQ, the Respondent shall advise the contact identified in the RFQ Clarifications and Questions section of such omission or misstatement.

1.35 CONFIDENTIAL INFORMATION

Information contained in the Respondent's SOQ that is company confidential must be clearly identified in the SOQ itself. The City will be free to use all information in the Respondent's SOQ for the City's purposes, in accordance with state law. SOQs shall remain confidential for 30 days or until a notice of intent to award is posted, which is sooner. The Respondent understands that any material supplied to the City may be subject to public disclosure under Chapter 119, Florida Statutes, and known as the Public Records Law.

1.36 GOVERNING LAW

The contract, including appendices, and all matters relating to the contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida. This shall apply notwithstanding such factors that include but are not limited to the place where the contract is entered into, the place where the accident occurs and not withstanding application of conflicts of law principles.

1.37 LITIGATION VENUE

The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida, and that all litigation between them in the federal courts shall take place in the Southern District of Florida.

1.38 SOVEREIGN IMMUNITY

Nothing in this contract shall be interpreted or construed to mean that the City waives its common law sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

1.39 SURVIVAL

The parties acknowledge that any of the obligations in this RFQ and in the contract will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Respondent and the City under this RFQ and the contract, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

1.40 INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Respondent shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages. In addition, the City shall be entitled to attorney's fees and costs of defense that the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this project by the awarded Respondent or its employees, agents, servants, partners, principals, sub-respondents or sub-respondents. Furthermore, the awarded Respondent shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind of nature in the name of the City of Hollywood, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The awarded Respondent expressly understands and agrees that any insurance protection and endorsements required by the resulting contract or otherwise provided by the awarded Respondent shall cover the City of Hollywood, its officers, employees, agents and instrumentalities, and shall include claims for damages resulting from and/or caused by the negligence, recklessness or intentional wrongful misconduct of the Respondent and persons employed by or utilized by the Respondent in the performance of the contract.

PATENT AND COPYRIGHT INDEMNIFICATION

The Respondent warrants that all deliverables furnished hereunder, including but not limited to: services, equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

The Respondent shall be liable and responsible for any and all claims made against the City for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any

way connected with, the work or the City's continued use of the deliverables furnished hereunder. Accordingly, the Respondent, at its own expense, including the payment of attorney's fees, shall indemnify and hold harmless the City and defend any action brought against the City with respect to any claim, demand, and cause of action, debt, or liability.

In the event any deliverable or anything provided to the City hereunder, or a portion thereof, is held to constitute an infringement and its use is or may be enjoined, the Respondent shall have the obligation, at the City's option, to: (i) modify, or require that the applicable sub-respondents or supplier modify the alleged infringing item(s) at the Respondent's expense, without impairing in any respect the functionality or performance of the item(s); or (ii) procure for the City, at the Respondent's expense, the rights provided under this contract to use the item(s).

The Respondent shall be solely responsible for determining and informing the City whether a prospective supplier or subrespondents is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any deliverable hereunder. The Respondent shall enter into agreements with all suppliers and sub-respondents at the Respondent's own risk. The City may reject any deliverable that it believes to be the subject of any such litigation or injunction, or if, in the City's judgment, use thereof would delay the work or be unlawful.

The Respondent shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the work.

1.41 ADVERTISING

Respondent shall not advertise or publish the fact that the City has placed this order without prior written consent from the City, except as may be necessary to comply with a proper request for information from an authorized representative of a governmental unit or agency.

1.42 DISCLAIMER

The City may, in its sole discretion, accept or reject, in whole or in part, for any reason whatsoever any or all SOQs; re-advertise the RFQ, postpone or cancel at any time the RFQ process; or waive any formalities of or irregularities in the SOQ process. SOQs that are not submitted on time and/or do not conform to the City's requirements will not be considered. After all SOQs are analyzed, organization(s) submitting SOQ(s) that appear, solely in the opinion of the City to be the most competitive, shall be submitted to the City of Hollywood's City Commission, and the final selection will be made shortly thereafter with a timetable set solely by the City. The selection by the City shall be based on the SOQ, which is, in the sole opinion of the City Commission of the City of Hollywood, in the best interest of the City. The issuance of the RFQ constitutes only an invitation to make a SOQ to the City. The City reserves the right to determine, in its sole discretion, whether any aspect of the SOQ satisfies the criteria established by the City. In all cases, the City shall have no liability to any respondent for any costs or expense incurred in connection with this solicitation, its SOQ or otherwise.

1.43 TRADEMARKS

The City warrants that all trademarks the City requests the respondent to affix to articles purchased are those owned by the City and it is understood that the respondent shall not acquire or claim any rights, title, or interest therein, or use any of such trademarks on any articles produced for itself or anyone other than the City.

1.44 RIGHT TO REQUEST ADDITIONAL INFORMATION

The City reserves the right to request any additional information that might be deemed necessary during the evaluation process.

1.45 PROPOSAL PREPARATION COSTS

The Respondent is responsible for any and all costs incurred by the Respondent or his/her/its sub-respondents in responding to this RFQ.

1.46 DESIGN COSTS

The successful Respondent shall be responsible for all design, information gathering, and required programming to achieve a successful implementation.

1.47 RIGHTS TO PERTINENT MATERIALS

All responses, inquiries, and correspondence relating to this RFQ and all reports, charts, displays, schedules, exhibits and other documentation produced by the Respondent that are submitted as part of the SOQ shall become the property of the City upon receipt, a part of a public record upon opening, and will not be returned.

1.48 NATURE OF THE CONTRACT

The contract incorporates and includes all negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained in the contract. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of the contract that are not contained in the contract, and that the contract contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning the contract shall be of no force or effect, and that the contract may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives.

1.49 CANCELLATION FOR UNAPPROPRIATED FUNDS

The obligation of the City for payment to a respondent is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

1.50 VERBAL INSTRUCTIONS PROCEDURE

No negotiations, decisions, or actions shall be initiated or executed by the Respondent as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Respondent, which are signed by a person designated as authorized to bind the Respondent, will be recognized by the City as duly authorized expressions on behalf of the Respondent.

1.51 E-VERIFY

Respondent acknowledges that the City may be utilizing the Respondent's services for a project that is funded in whole or in part by state funds pursuant to a contract between the City and a state agency. The Respondent shall be responsible for complying with the E-Verify requirements in the contract and using the U.S. Department of Homeland Security's E-Verify system to verify the employment of all new employees hired by the Respondent during the contract term who will be working on this Project. The Respondent is also responsible for e-verifying its sub-respondents, if any, pursuant to any contract between the City and a state agency, and reporting to the City any required information. The Respondent acknowledges that the terms of this paragraph are material terms, the breach of any of which shall constitute a default under the Contract.

1.52 BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The respondent shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

1.54 Additional Terms and Conditions

Additional Terms & Conditions may be negotiated by the parties.



CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES ENGINEERING & CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 1

Date: May 19, 2022

FOR: Engineering Consulting Services For Infiltration And Inflow (I&I)

Program

BID NUMBER: RFQ-4717-22-OT

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

This addendum is issued as part of the Bidding Documents for the above-described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated April 20, 2022. The bidder shall coordinate all modifications herein with all trades and disciplines related to the work. The Bidder shall acknowledge receipt of this addendum on the Bid Form by addendum number and date. Failure to do so may subject Bidder to disqualification.

Item 1: Minimum Qualifications (Item 2.8.3)

Please see Item 2.8.3 on page 10 of the Packet for Bid and replace "The Respondent and each member of its firm who will be working on the project must have a valid Architectural and/or Engineering License in the State of Florida and be registered in the Department of Business and Professional Regulation as an Architect and/or Engineer. The A/E must also have experience designing Golf Course facilities and/or facility site planning, obtaining site plan approval including County and State Permits" with "The Respondent firm's main A/E who will be working on the project must have a valid Architectural and/or Engineering License in the State of Florida and be registered in the Department of Business and Professional Regulation as an Architect and/or Engineer. The A/E must have strong experience in Infiltration and Inflow projects".

Item 2: Questions from Bidders

1) What is the anticipated budget for Phase 1 and Phase 2? Are any land surveying or GIS updates anticipated?

Addendum 1
BID NUMBER: RFQ-4717-22-OT
Page 1



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

1621 N. 14th Avenue Hollywood, FL 33022 Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER

Response: The Phase 1 cost will be negotiated with the consultant. The Phase 2 cost is dependent on the scope defined and the results from the Phase 1 report. No land survey is expected but GIS updates may be necessary.

2) Can you tell us what is included in the 100 pages? Are the forms included and are they to be filled out online and not included in the proposal? Also, do the cover letter and TOC count towards the 100 pages? Do 11x17s or Tabloid pages count as one page? Do blank pages count? Does the ACKNOWLEDGMENT AND SIGNATURE PAGE count towards the 100 pages? And finally, please confirm that the cover and tabs do not count towards the 100 pages or 50 pages double sided.

Response: The City does not have a stringent page requirement.

ALL OTHER TERMS, CONDITIONS AND SPECIFICATIONS SHALL REMAIN THE SAME.

THIS ADDENDUM SHALL BE ATTACHED TO THE CONTRACT DOCUMENTS AND THE RECEIPT OF THE SAME SHALL BE NOTED IN THE PROPOSAL IN THE SPACE PROVIDED.

Feng Jiang, P.E.

Assistant Director - ECSD Department of Public Utilities

> Addendum 1 BID NUMBER: RFQ-4717-22-OT

Page 2



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT (Complete one Section E for each key person.)						
12. NAME		13. ROLE IN THIS CON			14. YEARS EXPERIENCE	
		Prime, Engineer of Record		ord	a. TOTAL	b. WITH CURRENT FIRM
Fre	ederick Bloetscher, Ph.D., P.E				36	20
	FIRM NAME AND LOCATION (City and State)					
Public Utility Management and Planning Services Inc. Hollwyood, Fl						
16. EDUCATION (DEGREE AND SPECIALIZATION) 17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)						
_					ner: FL	, NC, SC, GA, MI,
				& UTLicesned Water Plant operator,		
						n & Collection
Chapel Hill Operator (eral Co	ntractor
(utiltiies) in NC						
31 te	OTHER PROFESSIONAL QUALIFICATIONS (Publications, On state & Natiaonl awards, 10 book chincal presentations/publication osion cotrol, asphalt inspection	ss, over 40 pe as (see append	eer reviewed lix for full	_		
19. RELEVANT PROJECTS						
	(1) TITLE AND LOCATION (City and State) Clewiston Inflow & Infiltr Removal Clewiston, FL					COMPLETED
				PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)
				20	20	2020
•	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		Check is	f project per	formed with current firm
a.	Engineer of Record: Developed SSES, Developed plans, specifications and SRF documentation for inflow removal and for the televising, cleaning, lining and lateral repair services (\$23,000 for \$1.47 M contract work)					
	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED		
b.	Brunswick-Glynn Joint W&S	Brunswi	.ck, GA	PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)
	Commission SMoke Test			20	20	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND Engineer of Record: Developed sanitary sewers		smoke tess			formed with current firm estigation of
	(1) TITLE AND LOCATION (City and State)			(2) YEAR COMPLETED		
	City of Pembroke Pines Wastewat	er Pembrok	e Pines,FL	PROFESSIONA	L SERVICES	CONSTRUCTION (If applicable)
	Treatment Plant				12	
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		Check i	f project per	formed with current firm
	Subcontant to CGA - Conducted reclaimed water program to convert wastewater to drinking					
	water -year long project with FAU - used sand filters, microfilters, cartridge filters,					
	RO - 3 stage, and UV-AOP. The team developed a solution to the lack of saturation - EDC removal					
	(1) TITLE AND LOCATION (City and State)			1	(2) YFAR	COMPLETED
d.	Dania Beach Nanofiltration Plan	ıt Dania B	seach, FL	PROFESSIONA		CONSTRUCTION (If applicable)
	and lime plant upgrades				14	2014
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		<u> </u>		formed with current firm
	Design criteria engineer, LEED credential, project management for construction and LEED					
	gold certification of Nanofiltration plant in Dania Beach (2MGD). Once finished, acted					
	as project manager for upgrades, replacement of catwalks, mixers, etc. and lead paint					
	removal for accelators, 4 filters at lime plant on same site \$13 MM construction					
	(1) TITLE AND LOCATION (City and State)					COMPLETED
	Pavement Assessment Study	Dania B	seach, FL	PROFESSIONA		CONSTRUCTION (If applicable)
	Dania Beach, FL				20	,,
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		L		formed with current firm
e.	Engineer of Record - Assessed a		n City. bas			
	maangmeetn paln, csubcontracted with FTC to perorm GIS work effort.					