

R-2021-041

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT



WASTEWATER MASTER PLAN

**CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
PROJECT NO. 20-1335**

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PROFESSIONAL SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
Hazen and Sawyer, P.C.

PROFESSIONAL ENGINEERING SERVICES

Wastewater Master Plan

THIS AGREEMENT is made this 7 day of April, 2021, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Hazen and Sawyer, P.C., a corporation authorized to do business in the State of Florida ("Consultant").

WITNESSETH:

WHEREAS, on March 31, 2020, the City advertised for Statement of Qualifications for the Wastewater Master Plan project in accordance with Section 287.055, Florida Statutes, ("Consultants' Competitive Negotiation Act") seeking a firm to provide Professional Engineering Services for the development of a Wastewater Master Plan; and

WHEREAS, on October 7, 2020, the City Commission passed and adopted Resolution No. R-2020-252 ranked the firms to provide professional engineering services related to updating the Wastewater Master Plan, awarded the contract to Consultant and authorized the appropriate City officials to negotiate an agreement with Consultant for consideration by the City Commission at a later date; and

WHEREAS, on February 17, 2021, the City Commission passed and adopted Resolution No. R-2021-041 which awarded the contract to Consultant and authorized the execution of this Agreement between City and Consultant.

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

SCOPE OF SERVICES/TERM

CONSULTANT shall furnish professional engineering services for the development of a Wastewater Master Plan in accordance with RFQ No. 20-1335 attached as Exhibit "A", and the Consultant's Proposal, attached as Exhibit "B". The time for the performance of such services is set forth in Article 7 of this Agreement.

As set forth in the RFQ, the CONSULTANT shall develop a Wastewater Master Plan based upon the timeline set forth in Exhibit "B", that includes but is not limited to:

- Data Collection
- A condition assessment of all wastewater facilities, including the Southern Regional Wastewater Treatment Plant, 85 sewer lift stations, and other facilities as needed
- Development of the Wastewater Master Plan reflecting all up-to-date wastewater systems
- At a minimum, the Wastewater Master Plan shall include, but not be limited to the following sections:
 - (i) Executive Summary
 - (ii) Introduction
 - (iii) Wastewater Flow and Load Projections
 - (iv) Collection and Transmission Systems
 - (v) Wastewater Treatment Plant
 - (vi) Treatment Plant Disposal Facilities
 - (vii) Regulatory considerations
 - (viii) Overall Alternative Improvements Evaluation
 - (ix) Wastewater System Capital Improvement Program

The term of this Agreement shall be for a five year period with an option to renew for two additional one year periods.

ARTICLE 1 DEFINITIONS:

- 1.01 ADDITIONAL SERVICES: Those services defined in Section 2.5
- 1.02 BASIC SERVICES: Those Engineering services defined in Section 2.1.
- 1.03 CITY: The City of Hollywood, Florida, a Florida Municipal Corporation.
- 1.04 CITY MANAGER: The duly appointed chief executive officer of the City.
- 1.05 CONSULTANT: The individual, partnership, corporation, association, joint venture, or any combination thereof, of properly registered professional engineers, which has entered into the agreement to provide professional services to the City. The consultant for this agreement is Hazen and Sawyer, P.C.
- 1.06 N/A

- 1.07 **DIRECTOR:** The Director of the Department of Public Utilities having the authority and responsibility for management of the Project authorized under this Agreement.
- 1.08 **INSPECTOR:** An employee of the City assigned by the Director to make observations of work performed by the Consultant and any Contractor.
- 1.09 **PROJECT:** The Engineering Services relating to the development of a wastewater master plan as outline in Exhibit "A" and as set forth in Exhibit "B".
- 1.10 **PROJECT MANAGER:** An employee of the CITY, expressly designated as PROJECT MANAGER in writing by the DIRECTOR, who is the representative of the CITY, concerning the overseeing of the PROJECT and this Agreement.

ARTICLE 2
CONSULTANT SERVICES AND RESPONSIBILITIES:

2.1 BASIC SERVICES:

- 2.1.1 **CONSULTANT** shall employ architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of Florida, and such other consultants as may be necessary for the provision of services under this Agreement. All sub-consultants provided under basic services shall be paid by **CONSULTANT**. **CONSULTANT** shall submit, for approval by **CITY**, names of sub-consultants for each professional element of service of the **PROJECT**. Nothing in the foregoing shall create any contractual relationship between **CITY** and any sub-consultants employed by **CONSULTANT** under the terms of this Agreement. **CONSULTANT** is as responsible for the performance of its sub-consultants as it would be if it had rendered these services itself.
- 2.1.2 **CONSULTANT** shall designate a principal or a staff member within five days after receiving its Authorization to Proceed, or other directive from the **CITY**, a qualified licensed professional to service as the **CONSULTANT's** Project Manager (the "Consultant's Project Manager") . So long as the Consultant's Project Manager performs in a manner acceptable to **CITY**, and remains in **CONSULTANT's** employ, the Consultant's Project Manager shall remain in charge of all design and other services required under this Agreement, including attending meetings for the **PROJECT**, unless a substitution mutually acceptable to **CONSULTANT** and **CITY** is made. The Consultant's Project Manager shall be authorized and responsible to act on the behalf of **CONSULTANT** with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.
- 2.1.3 **CONSULTANT** has represented to the **CITY** it has expertise in the type of professional services that will be required for this **PROJECT**. **CONSULTANT** agrees that all services to be provided by **CONSULTANT** pursuant to this Agreement shall be subject to the **CITY's** review and approval and shall be in accordance with the generally accepted standards of professional practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the **PROJECT** or the services to be provided and performed by **CONSULTANT**. In the event of any

conflicts in these requirements, CONSULTANT shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

- 2.1.4 CONSULTANT shall abide by all regulations imposed by authorities having jurisdiction over the Project.
- 2.1.5 CONSULTANT shall cooperate with other professionals CITY may employ for related work.
- 2.1.6 To the extent required by CITY, CONSULTANT shall consult with authorized employees, agents, and representatives of CITY relative to the development of the PROJECT.
- 2.1.7 Independent of the PROJECT when conducted, review, approval or acceptance of CONSULTANT's work whether by CITY or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT's work.
- 2.1.8 CONSULTANT shall prepare the Wastewater Master Plan in accordance with the RFQ and in accordance with all applicable laws, codes, rules, regulations, ordinances, and standards.
- 2.1.9 CONSULTANT acknowledges that access to the Wastewater Treatment Plant site, to be arranged by CITY for CONSULTANT, may be provided during times that are not the normal business hours of the CONSULTANT.
- 2.1.10 CONSULTANT shall provide a written monthly progress report regarding to the PROJECT.

2.6 REIMBURSABLES:

Reimbursables are those items authorized by the City in addition to the Basic Services and consist of actual expenditures made by the CONSULTANT and the CONSULTANT'S employees, Subconsultants, and Special Subconsultants in the interest of the PROJECT for the following purposes:

- a) Identifiable transportation expenses in connection with the PROJECT, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office, if the employee is relocated for more than ten consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Days Inn or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the PROJECT MANAGER, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.6 herein.

ARTICLE 3

SUBCONSULTANTS:

(A) A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the CONSULTANT to furnish professional services for a project or task, described under Basic Services in Section 2.1.

(B) All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the CONSULTANT and the Subconsultants, which shall contain provisions that preserve and protect the rights of the CITY and the CONSULTANT under this Agreement.

(C) Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The CONSULTANT acknowledges that Subconsultants are under its direction, control, supervision, retention and/or discharge.

(D) The CONSULTANT proposes to utilize the following Subconsultants:

NAME OF FIRM	CONSULTING SERVICE
<u>Tobon Engineering</u>	<u>Quality control of data analysis and technical review of condition assessment</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

The CONSULTANT shall not change any Subconsultant without prior approval by the DIRECTOR, in response to a written request from the CONSULTANT stating the reasons for any proposed substitution. Such approval shall not be unreasonably withheld or delayed by the DIRECTOR

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

4.01 INFORMATION FURNISHED:

The CITY at its expense and insofar as performance under this Agreement may require, shall furnish the CONSULTANT with the following information or may authorize the CONSULTANT to provide the information:

- a) 2007 Wastewater Master Plan.
- b) Available record drawings, specifications, shop drawings and O&M Manuals for existing wastewater facilities,
- c) Copy of current permits for the wastewater facilities.
- d) Current Wastewater Hydraulic Model and GIS data

4.02 PROJECT MANAGEMENT:

- a) The DIRECTOR shall act on behalf of the CITY in all matters pertaining to this Agreement. The DIRECTOR shall approve all invoices for payment to the CONSULTANT.
- b) The Department of Public Utilities shall act as liaison between the Consultant and CITY. The DIRECTOR shall designate a PROJECT MANAGER from the Department of Public Utilities staff to have general responsibility for management of this PROJECT. The PROJECT MANAGER shall meet with the CONSULTANT at periodic intervals throughout the preparation of the PROJECT to assess the progress of the work in accordance with approved schedules. The PROJECT MANAGER shall also examine documents submitted by the CONSULTANT, including invoices, and shall promptly render decisions and/or

recommendations pertaining thereto, to avoid unreasonable delay in the progress of the CONSULTANT'S work.

- c) If the City observes or otherwise becomes aware of any fault or defective work in the project or other nonconformance with Exhibits "A" and "B", the City shall give prompt notice to the CONSULTANT.

ARTICLE 5

BASIS OF COMPENSATION:

5.01 PROFESSIONAL SERVICE FEES:

- A. A. CITY agrees to pay the CONSULTANT, and the CONSULTANT agrees to accept for services rendered pursuant to this Agreement, in lump sum amount of \$3,295,477.00 for the PROJECT. However, as this PROJECT will be completed in two phases, payments to the Consultant for services rendered for Phase 1 shall be in a lump sum amount \$1,490,619.00. CONSULTANT acknowledges and agrees that for services to be rendered for Phase 2, payment shall be in the lump sum amount of \$1,804,858.00. However, Phase 2 services are contingent upon the availability of funds pursuant to Chapter 30 of the City's Code of Ordinances and approval by the City Commission in FY 2022. CITY shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the not to exceed amount stipulated in this Agreement. Depending on the evaluation/analysis of the Wastewater Master Plan, an Alternate Force Main Route may be presented to the City Commission a later date for implementation as part of this project.
- 1) Personnel directly engaged on the PROJECT by the CONSULTANT may include engineers, designers, job captains, draftsmen, specifications writers, field accountants and inspectors engaged in consultation, research and design, production of drawings, specifications and related documents, construction inspection, and other services pertinent to the PROJECT.
 - 2) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications and plans, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to the project. For all reimbursable services the CONSULTANT will apply the multiplier of one- (1.0) times the amount expended by the CONSULTANT. City authorized reproductions in excess of sets required for this PROJECT will be a Reimbursable Service.

ARTICLE 6
PAYMENTS TO THE CONSULTANT

6.01 PAYMENT FOR BASIC SERVICES:

Payments for Basic Services may be requested monthly in proportion to services performed during the PROJECT.

CONSULTANT shall invoice CITY based upon the CONSULTANT's rate schedule set forth in Exhibit "C". Each invoice shall be due and payable 45 days after the CITY receives a correct, fully documented invoice, in a form substantially acceptable to the CITY with all appropriate cost substantiations attached. Invoices shall be sent to: **City of Hollywood Public Utilities, ECSD, 1621 N 14th Avenue, Hollywood, FL 33020**. CONSULTANT shall clearly state "Final Invoice" on CONSULTANT's last billing for the services rendered to the CITY. CONSULTANT's submission of a Final Invoice is its certification that all services have been properly performed and all charges and costs have been invoiced to the CITY. This account will be closed upon the CITY's receipt of the Final Invoice. CONSULTANT waives any charges not properly included in the Final Invoice and CONSULTANT'S acceptance of final payment shall constitute a full waiver of any and all claims, by it against the CITY arising out of this Agreement or otherwise related to this PROJECT, except those previously made in writing and identified by CONSULTANT as unsettled at the time of the final payment. The CITY's payment of a Final Invoice shall not constitute evidence of the CITY's acceptance of CONSULTANT's performance of the services or its acceptance of any of CONSULTANT's work for this PROJECT. The CITY's review, approval, acceptance, or payment for any of CONSULTANT's services shall not be construed to: (i) operate as a waiver of any rights the CITY possesses under this Agreement; (ii) waive or release any claim or cause of action arising out of CONSULTANT's performance or nonperformance of this Agreement. CONSULTANT shall be and will always remain liable to the CITY in accordance with applicable law for any and all damages to the CITY caused by CONSULTANT's negligent or wrongful performance or nonperformance of any of the services to be furnished under this Agreement.

6.02 DEDUCTIONS:

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

6.03 PROJECT SUSPENSION:

If this PROJECT is suspended for the convenience of the CITY for more than three months or terminated without any cause in whole or in part, during the PROJECT, CONSULTANT shall be paid for services rendered which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If this PROJECT is resumed after having been suspended for more than three months, CONSULTANT's further compensation shall be subject to renegotiations.

ARTICLE 7
GENERAL PROVISIONS

7.01 INDEMNIFICATION:

CONSULTANT shall indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by CONSULTANT in the performance of this Agreement. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY's rights, privileges and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes. These provisions shall survive the expiration or earlier termination of this Agreement.

7.02 INSURANCE:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain insurance as specified in the schedules shown below. CONSULTANT will ensure that the insurance obtained will extend protection to all sub-Consultants engaged by CONSULTANT. As an alternative, CONSULTANT may require all sub-Consultants to obtain insurance consistent with the schedules shown below.

CONSULTANT will not be permitted to commence work governed by this Agreement until satisfactory evidence of the required insurance has been furnished to the CITY as specified below. Delays in the commencement of work, resulting from the failure of CONSULTANT to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this Agreement and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for CONSULTANT's failure to provide satisfactory evidence.

CONSULTANT shall maintain the required insurance throughout the entire term of this Agreement and any extensions specified in any attached schedules. Failure to comply with this provision may result in the immediate suspension of all work until the required insurance has been reinstated or replaced. Delays in the completion of work resulting from the failure of CONSULTANT to maintain the required insurance shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work had not been suspended, except for CONSULTANT's failure to maintain the required insurance.

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

1. Certificate of Insurance with endorsements; or
2. Certified copy of the actual insurance policy and endorsement policy.

CITY, at its sole option, has the right to request a certified copy of any or all insurance policies required by this Agreement. All insurance policies must specify that they are not subject to

cancellation, non-renewal, material change, or reduction in coverage unless a minimum of 30 days prior notification is given to CITY by the insurer.

The acceptance and/or approval of CONSULTANT's insurance shall not be construed as relieving CONSULTANT from any liability or obligation assumed under this contract or imposed by law. The City of Hollywood, Florida, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation and Professional Liability. In addition, CITY will be named as an Additional Insured and Loss Payee on all policies covering City-owned property. Any deviations from these General Insurance Requirements must be requested in writing on the CITY's prepared form entitled "Request for Waiver of Insurance Requirements" and approved by the CITY's Risk Manager.

Any sub-consultant shall supply such similar insurance required of CONSULTANT. Such certificates shall name the CITY, its employees and officials as additional insured on the general liability and auto liability policies.

7.02A Insurance Limits of Liability:

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and satisfactory to the Owner. All companies shall have a Florida resident agent and be rated a minimum A-VI, as per A.M. Best Company's Key Rating Guide, latest edition.

CONSULTANT shall furnish certificates of insurance to the Risk Manager for review and approval prior to the execution of this agreement. The Certificates shall clearly indicate that CONSULTANT has obtained insurance of the type, amount and classification required by these provisions, in excess of any pending claims at the time of contract award to CONSULTANT. No failure to renew, material change or cancellation of, the insurance shall be effective without a 30 day prior written notice to and approval by the CITY.

1. Commercial General Liability:

Prior to the commencement of work governed by this Agreement, CONSULTANT shall obtain General Liability Insurance. Coverage shall be maintained throughout the life of this Agreement and include, as a minimum:

- a. Premises Operations
- b. Products and Completed Operations
- c. Blanket Contractual Liability
- d. Personal Injury Liability
- e. Expanded Definition of Property Damage

The minimum limits acceptable shall be:

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

2. Comprehensive Automobile Liability:

Recognizing that the work governed by this contract requires the use of vehicles, CONSULTANT, prior to the commencement of work, shall obtain Vehicle Liability Insurance. Coverage shall be maintained throughout the life of the contract and include, as a minimum, liability coverage for:

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

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

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

\$ 500,000.00 per Person

\$ 1,000,000.00 per Occurrence

\$ 100,000.00 Property Damage

The City of Hollywood, its employees and officials shall be named as Additional Insured on all policies issued to satisfy the above requirements.

3. Worker's Compensation Insurance:

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

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

\$ 500,000.00 Bodily Injury by Accident

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

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

Coverage shall be maintained throughout the entire term of this Agreement.

Coverage shall be provided by a company or companies authorized to transact business in the state of Florida and the company or companies must maintain a minimum rating of A-VI, as assigned by the A.M. Best Company.

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

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

4. Professional Liability (Errors and Omissions) Insurance:

Recognizing that the work governed by this Agreement involves the furnishing of advice or services of a professional nature, CONSULTANT shall purchase and maintain, throughout the life of this Agreement and for a period of three years beginning at the time work under this Agreement is completed, Professional Liability Insurance covering CONSULTANT's negligent acts, errors and/or omissions, including design errors of CONSULTANT, for damages resulting from a claim arising out of CONSULTANT's performance of professional services under this Agreement. In the event that any professional liability insurance required under this Agreement is written on a claims-made basis, CONSULTANT warrants that any retroactive date under the policy shall precede the effective date of this Agreement.

The minimum limits of liability shall be:

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

7.03 TIME FOR PERFORMANCE:

Services to be rendered by CONSULTANT shall commence subsequent to the issuance of an Authorization to Proceed from the CITY for all or any designated portion of the PROJECT and shall be performed and completed by March 30, 2023 with a 60 day close-out timeframe.

Time is of the essence with respect to performance of this Agreement.

A reasonable extension of the time for completion of the PROJECT will be granted by the CITY should there be a delay on the part of the CITY in fulfilling its part of the Agreement as stated herein. Such extension of time shall not be cause for any claim by CONSULTANT for extra compensation

7.04 TERMINATION OF AGREEMENT:

CITY has the right to terminate this Agreement for any reason or no reason, upon seven days' written notice. Upon termination of this Agreement, all charts, sketches, studies, drawings, and other documents related to work authorized under this Agreement, whether finished or not, must be turned over to the CITY. CONSULTANT shall be paid in accordance with Section 6.04, provided that said documentation be turned over to CITY within ten business days of termination. Failure to timely deliver the documentation shall be cause to withhold any payments due.

CONSULTANT shall have the right to terminate this Agreement, in writing, following breach by the CITY, if breach of contract has not been corrected within 60 days from the date of the CITY's receipt of a statement from CONSULTANT specifying its breach of its duties under this Agreement.

ARTICLE 8
MISCELLANEOUS

8.01 CONSULTANT'S ACCOUNT RECORDS:

CITY reserves the right to audit CONSULTANT's accounts for bills submitted based upon the rate schedule and hourly rate during the performance of this Agreement and for five years after final payment under this Agreement. CONSULTANT agrees to furnish copies of any records necessary, in the opinion of the DIRECTOR, to approve any requests for payment by CONSULTANT.

8.02 OWNERSHIP OF DOCUMENTS:

Documents supporting the Wastewater Plan, including preliminary drafts of the plan, any plan documents, drawings, specifications, analysis, backup materials are and shall become the property of the CITY whether the PROJECT for which they are made is executed or not.

Submission or distribution to meet official regulatory requirements or for other purposes in connection with the PROJECT is not to be construed as publication in derogation of the CONSULTANT's rights.

To the extent allowed by law, CONSULTANT agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of CONSULTANT's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by CONSULTANT hereunder, and CONSULTANT shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this subsection.

8.03 MAINTENANCE OF RECORDS:

CONSULTANT will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five years from the date of termination of this Agreement or the date the Project is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five year period noted above; provided, however such activity shall be conducted only during normal business hours.

8.04 MODIFICATION OF AGREEMENT:

No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

8.05 EXTENT OF AGREEMENT:

This Agreement represents the entire and integrated agreement between the CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, written or oral. This Agreement may not be amended, changed, modified, or otherwise altered in any respect, at any time after the execution hereof, except by a written document executed with the same formality and equal dignity herewith. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of any provision of this Agreement.

8.06 SUCCESSORS AND ASSIGNS:

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

CONSULTANT and the CITY each binds one another, their partners, successors, legal representatives and authorized assigns to the other party of this Agreement and to the partners, successors, legal representatives and assigns of such party in respect to all covenants of this Agreement.

8.07 TRUTH-IN-NEGOTIATION CERTIFICATE:

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for the PROJECT to be compensated under the Lump Sum method, CONSULTANT shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of this Agreement and issuance of the Authorization to Proceed. The original project price and any addition thereto will be adjusted to exclude any significant sums by which the CITY determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within one year following the end of the PROJECT.

8.08 PROHIBITION AGAINST CONTINGENCY FEES:

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

8.09 APPLICABLE LAW AND VENUE OF LITIGATION:

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

CITY pursuant to Article 8, subsection 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

8.10 CONSULTANT'S STAFF:

CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Agreement for the purpose of rendering the required services set forth in this Agreement. CITY may require in writing, that CONSULTANT remove from the services/work any of CONSULTANT's personnel, or any sub-consultants or subcontractors or any personnel of such sub-consultants or subcontractors engaged by CONSULTANT, that CITY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in the Agreement amount or contract time based on CITY's exercise of this provision will be valid. CONSULTANT shall indemnify and hold CITY harmless from and against any claim by CONSULTANT's personnel, sub-consultant's, subcontractors, or personnel of sub-consultant's or subcontractor's on account of CITY'S use of this provision.

8.11 NOTICES:

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

FOR CITY:

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

With a Copy to: City Attorney
2600 Hollywood Blvd., Rm. 407
Hollywood, Florida 33020

FOR CONSULTANT:

Hazen and Sawyer, P.C.
c/o Phil Cooke, P.E., Senior Associate
4000-750N Hollywood Boulevard,
Hollywood, FL 33021

8.12 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the

meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

8.13 JOINT PREPARATION:

Preparation of this Agreement has been a joint effort of the CITY AND CONSULTANT and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

8.14 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

8.15 MEDIATION; WAIVER OF JURY TRIAL:

In an effort to engage in a cooperative effort to resolve conflict which may arise during the course of the PROJECT , and/or following the completion of the PROJECT , the parties to this Agreement agree all disputes between them shall be submitted to non-binding mediation prior to the initiation of litigation, unless otherwise agreed in writing by the parties. A certified Mediator, who the parties find mutually acceptable, will conduct any Mediation Proceedings in Broward County, State of Florida. The parties will split the costs of mediation on a 50/50 basis. The parties to this Agreement agree to include such similar contract provisions with all Subconsultants and/or independent contractors and/or consultants retained for the project(s), thereby providing for non-binding mediation as the primary mechanism for dispute resolution.

8.16 TIME:

Time is of the essence in this agreement.

8.17 COMPLIANCE WITH LAWS:

CONSULTANT shall comply with all applicable laws, codes ordinances, rules, regulations and resolutions in performing its duties, responsibilities, and obligations related to this agreement.

8.19 PUBLIC RECORDS LAW:

CONSULTANT acknowledges that Chapter 119, Florida Statutes entitled "Public Records Law" is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes,

are also applicable and CONSULTANT acknowledges its obligations to comply with said requirements with regard to public records and shall:

- a) Keep and maintain public records required by CITY to perform the services required under this Agreement;
- b) Upon request from the City's custodian of public records or his/her designee, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of this Agreement if CONSULTANT does not transfer the records to the CITY ; and
- d) Upon completion of this Agreement, CONSULTANT shall transfer, at no cost, to the CITY, all public records in possession of CONSULTANT or keep or maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of this Agreement, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of this Agreement, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon the request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

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

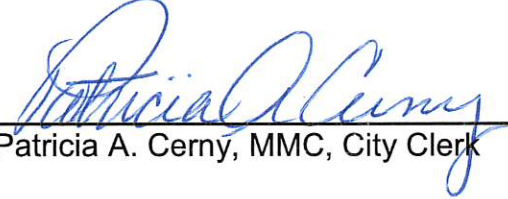
IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed by the undersigned and the said CONSULTANT has caused this Agreement to be executed by the undersigned and the seal of the CONSULTANT set hereto on this day and year first above written.

THE CITY OF HOLLYWOOD, FLORIDA

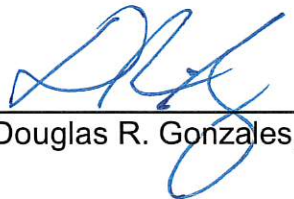
THE CITY OF HOLLYWOOD, a municipal
Corporation of the State of Florida

(SEAL)
ATTEST

By: 
Josh Levy, Mayor


Patricia A. Cerny, MMC, City Clerk

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


Douglas R. Gonzales, City Attorney *on*

Approved By:


Melissa Cruz, Director of Financial Services

SAV

[THIS SPACE LEFT INTENTIONALLY BLANK]

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR WASTEWATER MASTER PLAN

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

Hazen and Sawyer, D.P.C.

Name of Corporation

ATTEST:



Secretary Jennifer N. McMahon, P.E.

By 

J. Philip Cooke, P.E.



841657

Consultant's Registration No.

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

Witness: _____

Legal name of Partnership

Witness: _____

By: _____

Legal name (Title, if any)

WHEN THE CONSULTANT IS A JOINT VENTURE

Legal name of firm

Legal name firm

By: _____
Signature

By: _____
Signature

Legal name and title

Legal name and title

ATTEST

Witness

Witness

Witness

Witness

EXHIBIT "A"

CITY'S RFQ No. 20-1335 DOCUMENTS

**City Of Hollywood, Florida
Department of Public Utilities**

**REQUEST FOR STATEMENTS OF
QUALIFICATIONS**



**PROFESSIONAL ENGINEERING SERVICES
FOR
WASTEWATER MASTER PLAN**

PROJECT NO. 20-1335

MARCH 2020

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PROFESSIONAL ENGINEERING SERVICES
FOR
WASTEWATER MASTER PLAN

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NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

ENGINEERING CONSULTING SERVICES FOR WASTEWATER MASTER PLAN

NOTICE IS HEREBY GIVEN that the City Commission of the City of Hollywood, Florida is advertising for statements of qualifications for the above-named professional services in accordance with Section 287.055, F.S. ("Consultant's Competitive Negotiation Act". The statements of qualifications will be received by the City Clerk of the City of Hollywood, Florida, on or before (but not later than) **2:00 PM** Local Time on **Tuesday, June 16, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **June 16, 2020 at 2:30 PM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

A project introduction meeting and site touring by the Department of Public Utilities will be held **May 5, 2020 at 9:00 AM**, at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, 2nd Floor Conference Room, Hollywood, Florida, 33020.

Questions shall be submitted in writing via email by no later than **Thursday, June 4, 2020**; Attention: Feng Jiang, P.E. (fjiang@hollywoodfl.org). The telephone number for general information is (954) 921-3930.

It will be the sole responsibility of the Respondent to deliver personally, or by mail, his/her submittal on the completed Submittal Form to the Office of the City Clerk, at City Hall on or before the closing hour and date for the receipt of Documents as noted above. If a submittal is sent by mail, the Respondent shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown above for the receipt of the statements of qualifications. If the mail is delayed beyond the hour and date set forth above for the receipt of the statements of qualifications, the delayed submittal will not be considered and will be returned unopened.

A Cone of Silence is in effect with respect to this Request for Qualifications. The Cone of Silence prohibits certain communications between potential Respondents and/or Vendors and the City. For further information, please refer to Section 30.15(F) of the City of Hollywood Code of Ordinances.

The City of Hollywood is strongly committed to ensuring the participation of local Hollywood vendors in the procurement of goods and services. For additional information about the City's Local Preference Ordinance, visit www.hollywoodfl.org.

The City Commission reserves the right to reject any or all submittals, to waive informalities and to accept or reject all or any part of any submittal, as it may deem to be in the best interest of the City of Hollywood, Florida.

Dated this 31st day of March 2020.

A handwritten signature in black ink, appearing to read 'Clece Aurelus', written over a horizontal line.

CLECE AURELUS, P.E.,
INTERIM ASSISTANT DIRECTOR
DEPARTMENT OF PUBLIC UTILITIES
CITY OF HOLLYWOOD

REQUEST FOR STATEMENT OF QUALIFICATIONS ENGINEERING CONSULTING SERVICES FOR WASTEWATER MASTER PLAN

I. INTRODUCTION:

The City of Hollywood, Florida (City) is Issuing a "Request for Statement of Qualifications" (RFQ) from highly experienced engineering firms. The intent of this RFQ is for the City to negotiate and enter into a contract with a consulting engineering firm to provide professional services to develop the Wastewater Master Plan reflecting all up to date wastewater collection system and treatment facility.

The City of Hollywood has the responsibility for planning, regulating, designing, constructing, operating and maintaining a wastewater collection system and a regional wastewater treatment system within the City's corporate limits. Additionally, the City must comply with regulatory programs at various levels (federal, state, county and local) and fulfill contractual obligations to its Large Users. Therefore, in an effort to most effectively fulfill its responsibilities, provide a high level of service to its residents and customers, promote quality surface waters, practice water conservation, accommodate growth and economic development, and protect public health, safety and the environment, the City has defined the need for a Wastewater Master Plan.

II. SCOPE OF SERVICES:

The intent of this "Request for Statement of Qualifications" is for the City to negotiate and enter into a contract with a consulting engineering firm to provide complete Professional Engineering Consultant Services for the development of the Wastewater Master Plan. The contract term will be for the duration of the project estimated at this time for a period of two years with the option to renew for two additional one year periods.

The Professional Engineering Consultant shall meet with the City's Department of Public Utilities staff to obtain background information and define the specific scope of services for the project.

The Consultant shall not proceed with work on any assignment without the issuance of written authorization to proceed(s) from the City. The authorizations to proceed will stipulate the fees and time schedule for each task of the assignment. The assignment of projects will be determined solely by the City, in keeping with the City's best interest.

The types of consulting services to be performed can include, but shall not be limited to the following:

- Data Collection

- Conduct condition assessment of all wastewater facilities, including Southern Regional Wastewater Treatment Plant, 85 sewer lift stations, and other facilities as needed.
- Develop the Wastewater Master Plan reflecting all up to date wastewater system
- At a minimum the Wastewater Master Plan shall include, but not limited to the following sections:
 - i) Executive Summary
 - ii) Introduction
 - iii) Wastewater Flow and Load Projections
 - iv) Collection and Transmission System
 - v) Wastewater Treatment Plant
 - vi) Treatment Plant Disposal Facilities
 - vii) Regulatory Considerations
 - viii) Overall Alternative Improvements Evaluation
 - ix) Wastewater System Capital Improvement Program

III. CLARIFICATIONS:

1. Over the course of the "Request for Statement of Qualifications" process, any related contact with City Staff by a respondent or their agent, other than as part of the evaluation process or for clarification purposes, will be grounds for automatic disqualification of that vendor.
2. Each Consultant shall examine all "Requests for Statement of Qualifications" documents and all matters relating to the adequacy and accuracy of the documents. If the Consultant is of the opinion that any part(s) of the "Request for Statement of Qualifications" document is incorrect, obscure, or that additional information is needed, they should request such information or clarification by emailing the Senior Project Manager, Feng Jiang, P.E. at FJiang@HollywoodFL.org. The City will issue the appropriate addenda, if necessary, to all prospective Consultants via DemandStar website.
3. No oral change or interpretation of the provisions contained in this Request for Statement of Qualifications is valid. Written addenda will be issued when changes, clarifications, or amendments to the "Request for Statement of Qualifications" document are deemed necessary. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.
4. It will be the sole responsibility of the Consultant to have his or her Submittal delivered to the Office of the City Clerk on or before the closing hour and date shown below for receipt of Submittals. If a Submittal is sent by mail, the Consultant shall be responsible for its delivery to the City Clerk's Office before the closing hour and date shown below for receipt of Submittals. Submittals thus delayed will not be considered and will be returned.

5. All materials submitted in response to the Request for Qualifications become the property of the City of Hollywood and will be returned only at the option of the City. The City has the right to use any or all ideas presented in any response to the Request for Qualifications whether amended or not and selection or rejection of the Submittal does not affect this right, provided however, that any Submittal that has been submitted to the City Clerk's Office may be withdrawn prior to Submittal opening time stated herein, upon proper identification and signature releasing Submittal Documents back to Consultant.

IV. CONSULTANT SELECTION PROCESS:

1. Interested Consultants shall submit their statement of qualifications and any other information required herein to the City of Hollywood, City Clerk's Office on or before the date and the time specified.
2. A Selection Committee will review and score the submittals based upon the Selection Criteria set forth in Section V. A minimum of three firms will be short-listed for oral interviews in the order of the scores received. The final score of the firm will be the sum of the scores received during the initial selection and for the oral interview. That score will be used to recommend the final ranking of the firms to the City Commission.
3. After the City Commission has determined the first, second, third, and etcetera ranked Consultants, the City will negotiate a scope and consulting contract with the top ranked firm. The final Contract negotiated between the Consultant and the City will incorporate the contents of this Request for Statement of Qualifications for Professional Engineering Consultant Services, the statement of qualifications submitted by the Consultant, and any other terms or conditions that the City in its judgment may seek to include by way of negotiation.
4. If the City is unable to negotiate a mutually satisfactory fee with the top ranked firm, the City may terminate negotiations with that firm and may undertake negotiations with the next firm and so forth until a satisfactory consulting fee is agreed upon.
5. Once negotiations on a mutually satisfactory consulting fee are successfully completed, the contract will be executed and "Consultant's Authorization to Proceed(s)" will be issued for the project assignment throughout the term of the Contract as set forth in this RFQ and the contract.

V. SELECTION CRITERIA:

Interested firms shall be able to provide full Professional Engineering Consultant Services to the City using in-house and sub-consultant staff. The firm must have a minimum of ~~ten~~ years of experience in Professional Engineering Consultant Services. Further, the submittal shall be evaluated based upon the following criteria:

1. **Expertise of Designated Staff (25 points)** - Rating to be based on information provided on experience related to the type of work. Designated staff must be noted and must currently be employees of the entities proposed. Rating to reflect more or less expertise in comparison with other competing firms.
2. **Previous Performance on Related Projects (30 points)** - Rating to be evaluated based on a list of similar jobs and resumes of staff involved and the overall capability of the firm to perform sewer master plan development for similar size of municipalities. This will be evaluated by examining the qualifications and prior experience of the firm based upon the documentation submitted. Significant experience in performing substantially the same type of projects to receive the most points. No experience on the type of project should receive zero points. Firms with problems on previous jobs should have points deducted. References in the Broward, Miami-Dade, Monroe, and Palm Beach Counties of Florida will be of primary interest to the City. The City may conduct telephone surveys to evaluate performances as viewed by references. For all referenced projects include:
 - Owner's name, address and telephone number
 - Original schedule and scope of project
 - Achieved schedule and scope of project
 - Size of the wastewater treatment plants included in the master plan study
 - Consulting fee of the related project
 - Number and brief description of change orders or amendments issued during the project. This shall include change orders for both engineering services
3. **Current and Projected Workload and Time Schedule to Complete Project (10 points)** - Rating should reflect the volume of work previously awarded to the firm by the City in the last 5 years, and all their workload both currently and projected for the firm, which must be spelled out in the submittal. Failure to note the workload and schedule may result in disqualification or awarding zero points. A schedule must be included.
4. **Principal Location (5 points)** - Office location is based on ease of contract administration and responsiveness. However, to receive points the bulk of the work must be done in the local office. If, in the judgment of the reviewer, the principal office that will handle the subsequent contract is within 30-minutes of the City (SRWWTP to be utilized as destination point) this item will receive the maximum points, with appropriate deductions as the principal office is located in more distant areas. As such, a greater Hollywood area office will receive the most points, with deviations for principal offices in other areas receiving less. Firms located significant distances will receive the fewest points.

5. **Ability to Complete Project on Time (15 points)** - This is an indication of the ability of City projects to get full attention by the firm and workload priority. Comparisons of previous projects between scheduled and actual completion dates should be provided. Points will be given for completing work on time, and penalized for failure to complete work on time. Each submittal should have a bar chart with the referenced previous projects showing initial projected completion as well as actual project completion time frames. Respondent to provide references for their last 10 projects.
6. **Ability to Complete Project on Budget (15 points)** - Each submittal must include a chart of the costs on previous projects as compared to the estimated costs prior to commencing work. This chart should be compared with the other statements of qualifications to measure ability to bring project in on budget. Substantially higher cost/estimates ratios would receive correspondingly less points, realizing that changes in scope may occur at the request of the owner.

VI. SUBMITTALS:

Information to be submitted shall include the following:

Title Page: Show the Request for Statement of Qualifications Proposal subject, the name of your firm, address, telephone number, name of contact person and date.

Table of Contents: Clearly identify the material by section and page number.

Letter of Transmittal: Limit to one or two printed pages.

- a. Briefly state your firm's understanding of the work to be done and provide a positive commitment to perform the work.
- b. Give the names of the persons who will be authorized to make representations for your firm, their titles, addresses and telephone numbers.

Submittal Questionnaire (Attachment A)

Profile of Consultant:

- a. State whether your organization is national, regional or local.
- b. State the location of the office from which your work is to be performed.
- c. Describe the firm, including the size, range of activities, etc.
- d. Provide a list and description of similar municipal and other projects satisfactorily completed within the past five years. For each project listed, include the name and telephone number of a representative for whom the project was undertaken who can verify satisfactory performance.

- e. Provide information on any litigation (settled or pending) the firm has been involved in within the last five years.
- f. Describe the experience in conducting similar projects for each of the staff assigned to the engagement. Describe the relevant educational background of each individual.
- g. Describe the organization of the proposed project team, stressing level of experience and qualification, detailing the level of involvement, field of expertise and estimated hours for each member of the team.
- h. Describe what municipal staff support is anticipated for this type of engagement.
- i. Describe your approach to performing the work. This should include your role and that of other parties involved in the data gathering, data analysis and recommendation process.

The Submittal Package shall be submitted in accordance with the requirements of the Consultants' Competitive Negotiation Act and shall include a sample insurance certificate completely filled out, listing the Insurance Companies names for both Professional and General Liability Insurance and the Dollar amounts of the Coverage.

VII. ORAL PRESENTATION:

Selected firms may present an oral overview of their approach to develop wastewater masterplan and their ability to meet the City's required project needs. At a publicly advertised meeting, the oral presentation will be limited to 20 minutes after which a question and answer period not exceeding 20 minutes pertaining to specifics will commence. The oral interview will be evaluated based upon the following:

1. **Knowledge of Sites and Local Conditions (20 Points)** - Demonstrate knowledge of the various sites, 2008 Ocean Outfall Legislation, State, County, and City requirements, codes, and ordinances.
2. **Proposed Project Staff Functions (20 Points)** - Indicate the orientation of the wastewater master plan development team identifying the key personnel and describing their qualifications and responsibilities. Indicate prior experience on similar projects.
3. **Overall Approach and Methodology (15 Points)** - Explain in detail your approach to develop wastewater master plan. Include methods used during the development to monitor this project and resolve issues as well as methods of sequencing and coordination among your consultants to minimize conflict and errors.

4. **Design Philosophy and Concepts (15 Points)** - Explain in detail your design philosophy and how it will be used to create extraordinary projects in our various settings. Include details that will be analyzed and incorporated into the overall design. Explain how you will insure that the project will be developed to include all the elements that will meet the City's current and future needs. Describe how you have used innovative design concepts on other projects.
5. **Cost Control and Value Engineering (20 Points)** - Demonstrate knowledge and experience in the development of wastewater master plan to insure optimum value in meeting the project requirements.
6. **Schedule for Projects (10 Points)** - Present a schedule for a typical project indicating methodology for effectively managing and executing work while optimizing time.

SIX COPIES OF ALL SUBMITTALS ALONG WITH ONE ELECTRONIC COPY SHALL BE RECEIVED IN THE CITY OF HOLLYWOOD CITY CLERK'S OFFICE NO LATER THAN 2:00 PM ON JUNE 16 2020 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.

The address of the City Clerk's office is as follows:

City of Hollywood
Office of the City Clerk
2600 Hollywood Blvd., Room 221
Hollywood, Florida 33020

The City of Hollywood reserves the right to accept or reject any or all submittals, to waive any irregularities, and to extend the deadline for submission when it is in the best interest of the City.

VIII. ANTICIPATED SCHEDULE:

The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for Qualifications:	March 31, 2020
Submission Deadline, 2:00 PM:	June 16, 2020
Short list Notification for Oral Interviews:	July 30, 2020
Oral Interviews:	August 11, 2020
Commission Approval (Estimated):	October 7, 2020

IX. NON COLLUSION/PROHIBITION AGAINST CONTINGENT FEES:

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For breach or violation of this warranty, the City shall have the right to annul this 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 Consultant.

X. ASSIGNMENT:

The Consultant shall not assign, transfer, or sublet all or any part of its interest in this Contract without the prior written consent of the City unless noted in this document.

XI. KEY PERSONNEL:

The Consultant shall designate the personnel to be assigned specifically to the performance of this work. At the time of Contract ratification, the City shall have the right to specify those key project personnel to whom the Consultant shall not be allowed to substitute other personnel without prior written permission of the City.

XII. REPRESENTATIVE OF CITY AND CONSULTANT:

The City and the Consultant shall each designate in writing the sole person through which all communication and correspondence pertaining to this Contract shall be addressed.

XIII. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:

The Consultant shall be responsible for the accuracy of all data, computations, analyses, etc., and for any errors or omissions in the work of the Consultant. The Consultant shall correct any inaccuracies, errors, or omissions found in its work without additional compensation.

1. The Consultant shall, at all times hereafter, 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 Consultant, its agents, servants, or employees.

2. The Consultant 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 Consultant, its agents, servants, or employees.
3. The provisions of this Section shall survive the expiration or earlier termination of this Contract

Nothing in this Contract shall be deemed to affect the rights, privileges, or immunities of the City under the doctrine of sovereign immunity and as set forth in Section 768.28, Florida Statutes.

XIV. INSURANCE:

1. The Consultant shall provide and maintain during the term of this Contract, the insurance coverage specified below. A certificate of insurance, as evidence of compliance, shall be delivered to the City of Hollywood prior to the execution of any Contract.
 - a) Comprehensive General Liability Insurance with a combined single limit for bodily liability and property damage liability of not less than \$1,000,000 per occurrence. Coverage shall include contractual liability to cover the provisions for indemnification of the City and personal injury.
 - b) Automobile Liability including owned, non-owned and hired automobiles with a combined single limit for bodily injury liability and property damage liability not less than \$1,000,000 per occurrence.
 - c) Worker's Compensation with Florida statutory requirements and Employers Liability with limits of not less than \$500,000.
 - d) Professional Liability with limits not less than \$1,000,000. If coverage is provided on a claim made basis, then coverage must be continued for the duration of this Contract and for four years thereafter, or in lieu of continuation, provide an "extended reporting clause" for four years.
2. The City of Hollywood shall be named additionally insured on all coverage except Worker's Compensation and Professional Liability.
3. The Certificate of Insurance shall state that the City of Hollywood will receive a minimum of 30 days' written notice prior to the effective date of any changes or cancellation of any insurance coverage required herein.
4. Should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Consultant under the terms of this Contract, or find the Consultant in default and terminate this Contract.

5. Said Insurance shall be written by a company or companies licensed to do business in the State of Florida and rated no less than A- VI in the latest edition of "Best's Key Rating Guide," published by A.M. Best Company.

V. TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Contract by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the City determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other unit costs. All such contract Adjustments shall be made within one year following the end of this Contract.

XVI. MAINTENANCE OF RECORDS:

The Consultant and all subconsultants shall keep all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at all reasonable times during the Contract period and for three years from the date of final payment under this Contract, for inspection by authorized representatives of the City and applicable regulatory agencies, if any. Copies thereof shall be furnished, if requested, and the City shall pay a reasonable cost of reproduction. Incomplete or incorrect entries in such books and records will be grounds for the disallowance of any fees or expenses based on such entries.

XVII. RIGHT TO REDUCE THE SCOPE OF WORK:

The City reserves the right to reduce the scope of work under this Contract at any time, and if such is done, the total fees to Consultant shall be reduced in the same ratio as the estimated cost of the deleted work to the cost of the work as originally planned, or when appropriate, the Consultant's fees shall be re-computed for the reduced scope of work in the same manner used for determining the original fee, provided that if work has already been performed on the portion of services to be eliminated, the Consultant shall be paid for the actual time spent plus any associated direct expenses.

XVIII. RIGHT TO TERMINATE:

The City reserves the right to terminate this Contract at any time, and if this project should be abandoned, or the processing of same indefinitely postponed, or the Contract terminated for any other reasonable value by the City for work delivered, or ready for delivery upon receipt thereof, such determination by the City shall be conclusive and binding.



NOTICE TO ALL BIDDERS AND PROPOSERS

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 to 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 pre-bid 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, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at <http://www.hollywoodfl.org>

NOTE: It is the responsibility of each Proposer to redact all financial information (i.e., social security numbers and bank account numbers) from your RFP prior to submittal, which are exempt from the Florida Statutes Chapter 119, (Public Records Law).

INSURANCE REQUIREMENTS

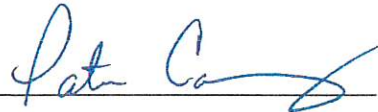
The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this bid/proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered in to pursuant to this bid/proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this bid/proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

The City reserves the right to require additional insurance in order to meet the full value of the contract.

The City reserves the right to require any other insurance coverage it deems necessary depending upon the exposures.

HOLD HARMLESS AND INDEMNITY CLAUSE:

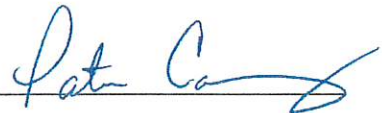
Hazen and Sawyer, Patricia Carney, PE, Vice President



(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.

Hazen and Sawyer, Patricia Carney, PE, Vice President



(Company Name and Authorized Signature, Print Name),

further certifies that it will meet all insurance requirements of the City of Hollywood and agrees to produce valid, timely certificates of coverage.

OTHER CONSIDERATIONS

Copies submitted may not be viewed until 30 days after opening date or notice of intent to award is posted.

EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall provide a written statement that it does not and will not discriminate against any person, employee, or applicant for employment, because of race, creed, color, religion, sex, national origin, ancestry, age or disability.

PROMPT PAYMENT: LATE PAYMENTS BY CONTRACTOR TO SUBCONTRACTOR AND MATERIAL SUPPLIERS; PENALTY:

When a contractor receives from the City of Hollywood any payment for contractual services, commodities, materials, supplies, or construction contracts, the contractor shall pay such moneys received to each Subcontractor and Material Supplier in proportion to the percentage of work completed by each Subcontractor and Material Supplier at the time of receipt. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the Subcontractors and Material Suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to Subcontractors and Material Suppliers within 15 working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the Subcontractors and Material Suppliers a penalty in the amount of one percent of the amount due, per month, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed. Retainage is also subject to the prompt payment requirement and must be returned to the Subcontractor or Material Supplier whose work has been completed, even if the prime contract has not been completed. The Contractor shall include the above obligation in each subcontract it signs with a Subcontractor or Material Supplier.

ADA COMPLIANCE

Persons with disabilities who require reasonable accommodation to participate in City programs and/or services may call the Equal Opportunity Manager, Office of Human Resources and Risk Management at (954) 921-3218 (voice). If an individual is hearing or speech impaired, please call Florida Relay Service 1-800-955-8771.

PUBLIC ENTITY CRIMES

"A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

DECLARATION

The aforementioned, as Proposer (herein used in the masculine singular, irrespective of actual gender and number), declares, under oath that no other person has any interest in this Proposal or in any resulting agreement to which this Proposal pertains, that this Proposal is not made with connection or arrangement with any other persons, and that this Proposal is made without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the instructions to Proposers, that he has read all addenda, if any, issued prior to the opening of Proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general conditions of the agreement and all relevant information to which this proposal pertains.

DISCLOSURE OF CONFLICT OF INTEREST

Vendor shall disclose below, to the best of his or her knowledge, any City of Hollywood officer or employee, or any relative of any such officer or employee as defined in Section 112.3135, Florida Statutes, who is an officer, partner, director or proprietor of, or has a material interest in the vendor's business or its parent company, any subsidiary, or affiliated company, whether such City official or employee is in a position to influence this procurement or not.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City of Hollywood Purchasing Ordinance.

Name

Relationship

N/A

In the event the vendor does not indicate any name, the City shall interpret this to mean that no such relationship exists.

Attachment A

**PROFESSIONAL ENGINEERING SERVICES
FOR
WASTEWATER MASTER PLAN
SUBMITTAL QUESTIONNAIRE**

ENGINEERING SERVICES QUALIFICATION STATEMENT
AND SUBMITTAL QUESTIONNAIRE

PROJECT NAME: PROFESSIONAL ENGINEERING SERVICES
FOR WASTEWATER MASTER PLAN
PROJECT NO.: 20-1335

1. FIRM NAME & OFFICE LOCATION (Mailing Address and Street Address)

Name: Hazen and Sawyer

Mailing Address:

Street/PO

Box 4000 Hollywood Boulevard, Suite 750 North

City Hollywood State FL Zip 33021

Physical Address (if different from above):

Street Same as above

City State Zip

Phone (954) 987 - 0066 Ext Fax (1-800) 304 - 8791

Primary E-Mail

Address: pcarney@hazenandsawyer.com

Web Site

Address: www.hazenandsawyer.com

Contacts:

1. Name: Patricia Carney, PE Title: Vice President
2. Name: J. Philip Cooke, PE Title: Associate Vice President

2. TYPE OF ORGANIZATION

A. Check One:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Corporation (complete Section B and G) | <input type="checkbox"/> Partnership (complete Section C and G) |
| <input type="checkbox"/> Sole Proprietorship (complete Section D) | <input type="checkbox"/> Joint Venture (complete Section E and G) |
| <input type="checkbox"/> Other (complete Section F and G) | |

B. If a Corporation, State incorporated: New York

Date of Incorporation: June 13, 1977

State in which
Incorporated: New York

If an out-of-state corporation that is currently
authorized to do business in the State of Florida, give
the date of such authorization: October 18, 1978

Name and Titles of Principal Officers*	Date Elected
<u>Patrick Davis, PE, Vice President</u>	<u>1989</u>
<u>Patricia Carney, PE, Vice President</u>	<u>2015</u>
<u>Robert Taylor Jr., PE, Vice President</u>	<u>2011</u>
<u>J. Philip Cooke, PE, Associate Vice President</u>	<u>2020</u>

**Southeast Region Officer*

C. If a Partnership, State formed:

Date of
Partnership: _____

Type of Partnership (General or
Limited): _____

Names and Addresses of Partners: _____

D. If Joint Venture, State formed:

Date of Joint
Ventureship: _____

Names and Addresses of Joint Venturers: _____

E. If a Sole Proprietorship, State created:

Name and Address of Sole Proprietor: _____

F. If other than above, please describe:

G. Related Parent Company, Divisions, and Subsidiaries:*
(Attach additional information on other office locations, if appropriate)

Regional Headquarters: 4000 Hollywood Boulevard, Suite 750N, Hollywood, FL 33021

101 NE Third Avenue, Suite 550, Fort Lauderdale, FL 33301

2101 NW Corporate Boulevard, Suite 301, Boca Raton, FL 33431

999 Ponce de Leon Boulevard, Suite 1150, Coral Gables, FL 33134

919 Lake Baldwin Lane, Suite 200, Orlando, FL 32814

1000 N. Ashley Drive, Suite 1000, Tampa, FL 33602

7334 Delainey Court, Sarasota, FL 34240

6676 Corporate Center Pkwy, Suite 330, Jacksonville, FL 32216

** Only Florida offices listed*

Please attach the following:

- | | |
|-----------------------------------|--------------------------------|
| a. Corporate Organization Chart | Please see the following page. |
| b. Resumes of Principal Staff | Please see Appendix A. |
| c. Corporate Family Tree | N/A |
| d. Company Brochure/Annual Report | Please see Appendix B. |

Corporate Organizational Chart

Hazen

Board of Directors

Charles S. Hocking, PE	Paul A. Pitt, PhD, PE
Patricia Carney, PE	Alan L. Stone, PE
Gary J. Haubner, PE	Robert B. Taylor, Jr., PE
Peter J. Young, PE	Ronald L. Taylor, PE
Richard E. Peters, PE	Janice Carroll, PE

President and CEO

Charles S. Hocking, PE

CORPORATE OPERATIONS

Accounting

William A. Crayon

Human Resources

Denise Townsend

Information Technology

David Jao

Communications

Jeffrey A. Neale

Training

Donald Ray

REGIONAL OPERATIONS

Southeast

Robert B. Taylor, Jr., PE

Northeast

Richard E. Peters, PE

Mid-Atlantic

Ronald L. Taylor, PE

Midwest

Gary J. Haubner, PE

Southwest

Chamindra Dassanayake, PE

Intermountain

Roger Austin, PE

West

Kevin Alexander, PE

3. EMPLOYEES AND PERSONNEL Provide a separate listing for personnel at the corporate (national) level, with the state (Florida) level and for the local office.

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Administrative	64	10	8	46
Project Management (1)	288	0	21	267
Engineers	529	128	110	291
Design/Drafting	80	25	10	45
Computer Services	12	2	0	10

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Clerical /Technicians	43	36	2	5
Procurement	N/A			
Project Control and Estimating	38	10	10	18
Construction Management	144	30	21	93
Research and Development	N/A			

Total: 1,198

Local Office Location:

Hollywood, Florida

Personnel in Organization by Discipline.

Discipline

Engineers

Designers

	Reg	Total	Total
Civil	200	200	72 for all disciplines
Sanitary	331	331	
Structural	23	23	
Mechanical	36	36	
HVAC	3	3	
Process	102	102	
Electrical	35	35	
Instrumentation	10	10	
Industrial	5	5	

Total: 745

(1) This number includes 219 engineers.

Discipline (Procurement)
Capital Equipment Buyers
Subcontract Administrators
Bulk Material Buyers
Inspection/Expediting
Clerical/Technical Support

Personnel
<u>0</u>
<u>0</u>
<u>0</u>
<u>0</u>
<u>0</u>

Discipline (Construction Management)
Field Superintendents
Home Office Management
Planners (Site, City, Community)
Architects
Other

Personnel
<u>0</u>
<u>0</u>
<u>0</u>
<u>2</u>
Field Coordinator: 25
Senior Field Coordinators: 49

Maximum Man-Hours Available Per
Year: 1,661,920 hours
Current Estimated Man-Hours Per
Year: 1,130,000 hours

3. EMPLOYEES AND PERSONNEL Provide a separate listing for personnel at the corporate (national) level, with the state (Florida) level and for the local office.

Permanent Office Staff	Number	Avg. Years With Firm			Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+			1-5	5-10	10+
Administrative	12	5	1	6	Clerical /Technicians	5	4	0	1
Project Management (1)	33	0	0	33	Procurement	N/A			
Engineers	63	16	8	39	Project Control and Estimating(2)	5	0	2	3
Design/Drafting	7	0	1	6	Construction Management (3)	5	0	0	5
Computer Services	1	0	1	0	Research and Development	N/A			

Local Office Location:
Hollywood, Florida

Total: 131

Personnel in Organization by Discipline.

Discipline	Engineers		Designers Total
	Reg	Total	
Civil	21	21	7 for all disciplines
Sanitary	39	39	
Structural	4	4	
Mechanical	3	3	
HVAC	1	1	
Process	8	8	
Electrical	3	3	
Instrumentation	4	4	
Industrial	1	1	

Total: 84

(1) This number includes 23 engineers.

(2) This number includes 2 engineers.

(3) This number includes 5 engineers.

Discipline (<i>Procurement</i>)	Personnel
Capital Equipment Buyers	<u>0</u>
Subcontract Administrators	<u>0</u>
Bulk Material Buyers	<u>0</u>
Inspection/Expediting	<u>0</u>
Clerical/Technical Support	<u>0</u>

Discipline (<i>Construction Management</i>)	Personnel
Field Superintendents	<u>0</u>
Home Office Management	<u>0</u>
Planners (Site, City, Community)	<u>0</u>
Architects	<u>0</u>
Other	<u>Field Coordinator: 1</u>
	Senior Field Coordinators: 3

Maximum Man-Hours Available Per Year:	<u>180,960 hours</u>
Current Estimated Man-Hours Per Year:	<u>123,000 hours</u>

3. EMPLOYEES AND PERSONNEL Provide a separate listing for personnel at the corporate (national) level, with the state (Florida) level and for the local office.

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Administrative	3	0	0	3
Project Management (1)	10	0	0	10
Engineers	36	10	3	23
Design/Drafting	2	0	1	1
Computer Services	1	0	1	0

Permanent Office Staff	Number	Avg. Years With Firm		
		1-5	5-10	10+
Clerical /Technicians	2	1	0	1
Procurement	N/A			
Project Control and Estimating (2)	2	0	0	2
Construction Management	2	0	0	2
Research and Development	N/A			

Local Office Location:
Hollywood, Florida

Total: 58

Personnel in Organization by Discipline.

Discipline	Engineers		Designers
	Reg	Total	Total
Civil	11	11	2 for all disciplines
Sanitary	19	19	
Structural	1	1	
Mechanical	1	1	
HVAC	0	0	
Process	2	2	
Electrical	2	2	
Instrumentation	2	2	
Industrial	0	0	

Total: 38

(1) This number includes 5 engineers.

(2) This number includes 2 engineers.

Discipline (Procurement)
 Capital Equipment Buyers
 Subcontract Administrators
 Bulk Material Buyers
 Inspection/Expediting
 Clerical/Technical Support

Personnel
 0
 0
 0
 0
 0

Discipline (Construction Management)
 Field Superintendents
 Home Office Management
 Planners (Site, City, Community)
 Architects
 Other

Personnel
 0
 0
 0
 0
 Field Coordinator: 1
 Senior Field Coordinators: 1

Maximum Man-Hours Available Per Year: 60,320 hours
 Current Estimated Man-Hours Per Year: 41,000 hours

4. FINANCIAL INFORMATION

A. Attach a copy of current audited income statement and balance sheet.

5. WORK EXPERIENCE:

A. Types of Services Provided (Check Yes or No)

	Yes	No		Yes	No
Feasibility Studies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Stress Analysis*	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Drawings					
Preparation of Specifications	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Pipeline	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Construction Mgmt. Services	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Surveying	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Process Problem Analysis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Direct Hire Field Construction	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Energy Conservation Studies	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Detailed Instrumentation & Control	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Soil and Foundation Studies	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Process Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Foundation Design	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment Design	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Structural Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Detailed Electrical	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Testing Capability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Detailed Piping Design	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Detailed Mechanical	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Construction Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Procurement

☐☒

Inspection/Expediting

☒☐

B. Drafting Method Utilized:

*Manual

☒

Computer

☒

If Computer, What
Program:

AutoCAD Civil 3D 2019;
ESRI ARC MAP 10.6;
Revit 2019

C. Please attach summaries for projects, related to the type of work to be awarded as a result of this submittal, completed by your firms including:

Please see Tab 4 for project descriptions.

- 1) Location of project and client
- 2) Description of project
- 3) Your scope of involvement in project
- 4) Contract type (e.g. reimbursable/fixed fee/fixed price)
- 5) Approximate value of contract
- 6) Duration of work
- 7) Project Manager Utilized

6. EXPERIENCE WITH THE CITY OF HOLLYWOOD

**A. Most Recent City of Hollywood Work Experience:
(Date/Location/Description)**

Started 01/2020; Hollywood Sewer Expansion Basin Prioritization

Started 11/2016 / Design Completed; Clarifiers 5&6 Rehabilitation, design completed 10/19 – contractor awaiting NTP

Started 02/2018 / Design Completed; RAS Pump Station No. 1 Replacement, design completed 10/19 – contractor awaiting NTP

Started 1/2019 / Draft Completed: Citywide Vulnerability Study, awaiting final presentation

Completed 08/2017: Deep Injection Well MIT
Completed 09/2017: Deep Injection Well Cleaning

Completed 07/2017: Deep Injection Well Operating Permit
Completed 08/2018; Hollywood WWTP; Reuse Water System Expansion Phase 2

**B. Current City of Hollywood Engineering services agreement, if any:
(Agreement Number/Expiration Date/Location/Description)**

City Project No. 17-1324; awarded 10/2017; Expires 2021 Public Utilities Department;

Professional Consulting Engineering Services Related to Water Treatment Plant and

Wastewater Treatment Plant Projects, 19-7104; awarded 01/2020; Hollywood Sewer Expansion Basin Prioritization

7. SUBCONTRACTED SERVICES:

List Subcontractor/ Sub-consultant firms expected to be utilized, and their portion of the work below:

Name of Firm	Area of work to be Performed under this agreement
Tobon Engineering & Development, LLC	Technical Planning, Climate Change and Resiliency
Craven Thompson & Associates, Inc.	Survey

Also, provide resumes of individuals from these firms whom the Subcontractors shall utilize for completion of the construction.

Identify those subcontractors that are Minority/Women's Business Enterprises and repeat required information in "Minority/Woman Business Participation", below for said Subcontractors. (THIS REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

8. BUSINESS SIZE AND CLASSIFICATION

A. Size (check one)

☐ Small

A domestic concern that normally employs less than 500 persons, or as defined by section 3 of the Small Business Act.

☒ Large

A domestic concern which, including domestic and foreign divisions and affiliates, normally employs 500 or more persons, is independently or publicly owned or controlled and operated and

which may be a division of another domestic or foreign concern.

B. Classification (check where applicable; may be more than one)

☐ Foreign:

A concern which is not incorporated in the United States or an unincorporated concern having its principal place of business outside the United States.

☐ Minority:

A business, at least 50% of which is owned by minority group members, or, in case of publicly owned businesses, at least 51% of the stock of which is owned by minority group members. For the purpose of this definition, minority group members are Black-Americans, Hispanic-Americans, American-Orientals, American-Indians, American-Eskimos, and American-Aleuts.

(THE REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

☐ Women:

A business that is at least 51% owned and controlled by a woman or women.

(THE REQUIREMENT FOR M/WBE INFORMATION IS VOLUNTARY)

☐ Nonprofit:

A business or organization that has received nonprofit status under IRS Regulation 501C3.

☐ Sheltered:

A sheltered workshop or other equivalent business basically employing the handicapped.

Please indicate in the space below how your firm complies with the definitions selected above.

N/A

9. PROFESSIONAL ENGINEER'S LICENSE:

Respondent must hold a valid State of Florida Professional Engineer's License to be considered a qualified bidder.

State of Florida Professional Engineer's License
No.:

CA2771

Date: Expires: 2/28/21

Primary

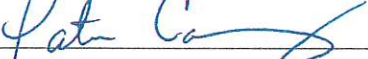
Classification:

Engineering

10. QUALIFICATION FORM PREPARED BY:

Name (print or type): Patricia Carney, PE

Title: Vice President

Signature: 

Address: 4000 Hollywood Blvd., Suite 750N, Hollywood, Florida 33021

Telephone Number: (954) 987-0066

State of Florida

Department of State

I certify from the records of this office that HAZEN AND SAWYER, P.C. is a New York corporation authorized to transact business in the State of Florida, qualified on October 18, 1978.

The document number of this corporation is 841657.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 27, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-seventh day of
January, 2020*



Randy B.
Secretary of State

Tracking Number: 9392856236CC

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

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



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

HAZEN AND SAWYER, P.C.

HAZEN AND SAWYER
498 SEVENTH AVENUE
11TH FLOOR
NEW YORK NY 10018

LICENSE NUMBER: CA2771

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor



STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE ENGINEERING BUSINESS HEREIN IS AUTHORIZED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TOBON ENGINEERING AND DEVELOPMENT, LLC

5504 NW 86TH WAY
CORAL SPRINGS FL 33067

LICENSE NUMBER: CA31571

EXPIRATION DATE: FEBRUARY 28, 2021

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB271**

Expiration Date February 28, 2021

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

CRAVEN-THOMPSON & ASSOC, INC
3563 NW 53RD ST
FT LAUDERDALE, FL 33309-6311

ADAM H. PUTNAM
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

EXHIBIT "B"
CONSULTANT'S PROPOSAL

December 22, 2020

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

City of Hollywood
Wastewater Master Plan
City Project No. 20-1335

Dear Mr. Jiang:

As requested, Hazen and Sawyer, D.P.C. (Hazen) is pleased to offer engineering services for the development of a Wastewater Master Plan and an accompanying hydraulic model.

BACKGROUND

The City of Hollywood has the responsibility for planning, regulating, designing, constructing, operating and maintaining a wastewater collection system and a regional wastewater treatment system within the City's corporate limits. Additionally, the City must comply with regulatory programs at various levels (federal, state, county and local) and fulfill contractual obligations to its Large Users. Therefore, in an effort to most effectively fulfill its responsibilities, provide a high level of service to its residents and customers, promote quality surface waters, practice water conservation, accommodate growth and economic development, and protect public health, safety and the environment, the City has defined the need for a Wastewater Master Plan.

In accordance with the above, the scope of work outlined herein is presented to:

- Conduct a condition assessment of the Southern Regional Wastewater Treatment Plant (SRWWTP) and 85 sewer lift stations in the City's wastewater collection system
- Update and calibrate the City's wastewater model which includes all sewer manholes, gravity mains, force mains, and lift stations to provide a complete sewer system model
- Develop an up-to-date Wastewater Master Plan

SCOPE OF SERVICES

Task 1 – Project Kickoff, Data Collection and Compilation (Phases 1 and 2)

This task includes a project kickoff meeting for the purposes of providing introductions, establishing and understanding the project goals and objectives, and defining routes of communication, points of contact, and administrative procedures. Meeting minutes will be produced by Hazen following the meeting.

Also included in this task will be the gathering and review of existing information and identification of assets to be evaluated. Quality control of data analysis and technical review for this task will

be performed by Tobon Engineering, a registered County Business Enterprise and Small Business Enterprise. Data to be provided by the City for the work is as follows:

- Geographic Information System (GIS) data for the City's existing wastewater customers, wastewater collection system gravity and pressure mains, and lift stations for the SRWWTP service area
- Historical (most recent 5 years, if possible) customer-level water consumption data (GIS located) for both sewered and unsewered customers
- Maintenance records for all pertinent facilities
- Large User flow rates and volume billing records
- Lift station drawings and pumping unit flow curves and nameplate information if available from the City. H&S shall collect data based on condition assessment field trips.
- SRWWTP MOR/DMR records (Excel) for the last 10-year period

Task 2 – Flow and Load Forecasts (Phases 1 and 2)

Seasonal and non-seasonal current and future customer flows are needed to determine infrastructure and capacity needs throughout the study period. Given that the City is entertaining sewer expansion to serve all customers Hazen will use residential and commercial water demands as documented in the latest Water Supply Plan. Wastewater flow rate and load projections for the treatment plant service area are necessary to determine future capacity and infrastructure needs. In addition, flow rate projections for individual sewer collection basins and Large Users are needed to define the required future pump station and/or pipeline capacities. Large User wastewater flow forecasts will be provided by the City for the 5-year (2025), 10-year (2030) and 20-year (2040) projections and assumed to be input at existing tie-in points. Quality control of data analysis and technical review for this task will be performed by Tobon Engineering, a registered County Business Enterprise and Small Business Enterprise. Based upon the flow information, the Large User forecasts, and historical WWTP flows and loadings, Hazen shall perform the following subtasks:

- Convert water demand forecasts into wastewater flow rates, delineate according to existing collection system service areas, and combine with Large User forecasts to prepare aggregated wastewater flow rate forecasts for the entire wastewater service area for the future 5-year (2025), 10-year (2030) and 20-year period (2040).
- Summarize historical WWTP flow rates and process loadings (BOD & TSS), covering the most recent 10-year period of record.
- Forecast wastewater BOD and TSS loadings to the WWTP for the years 2025, 2030 and 2040 for determination of treatment capacity.
- Estimate flow components including base wastewater flow rates, and infiltration and inflow (I/I).
- Generate a system-wide wastewater flow peaking factor from the historical flow data.

Task 3 – Wastewater Treatment Plant and Lift Station Condition Assessment (Phase 1)

Hazen shall assess the condition of the City's SRWWTP and 85 Lift Stations and sewer pipe network. An estimate of the effective useful life will be made based on available asset information and visual inspection. Hazen will also perform an evaluation and hydraulic analysis of the City's

sewer collection and transmission system. Condition assessment of the sewer pipe network will be made based on the existing GIS database utilizing date of installation and material of construction. Asset data will be verified as a part of the field visits and updated in the asset registry. Hazen will perform a visual condition assessment. Visual inspections will include mechanical, structural, electrical and instrumentation inspections. The goal of the condition assessment is to identify the current state of assets and provide information for an estimate of their expected useful lives and likelihood of failure scores. The hydraulic analysis will be performed using the City's current hydraulic model. Quality control of data analysis and technical review for this task will be performed by Tobon Engineering, a registered County Business Enterprise and Small Business Enterprise.

Hazen shall evaluate the capacity and general condition of the SRWWTP. Additions and improvements necessary to meet treatment requirements for future flows and loadings will be investigated and the following included:

- Provide an overview of the SRWWTP history and treatment process.
- Summarize existing SRWWTP discharge permit conditions.
- Summarize the existing SRWWTP facility hydraulic and/or treatment capacities of each unit process.
- Identify limitations and/or deficiencies of each unit process.
- Review existing available data and/or studies and meet with City staff to receive input and assess the general condition of each unit process facility, including maintenance requirements and any known deficiencies (for the purposes of this task, unit processes are defined as headworks, influent pump station, oxygenation tanks, oxygen generation plant, secondary clarifiers, RAS system, WAS system, chlorination system, odor control system, sludge stabilization system, effluent disposal system, and north and south electric service centers). Identify major equipment and facilities that may need replacement within the 20-year planning period.
- Assemble a team of engineers with expertise in structural, electrical, instrumentation, mechanical and process engineering to meet with City operations and maintenance personnel and conduct a condition assessment of each unit process and all key equipment listed in the previous item (based upon visual observations and in concert with City maintenance personnel).
- Evaluate and define the need for and extent of the improvements, upgrade or expansion of each unit process in order to accommodate projected flow rates/loadings.
- Determine capacities of effluent and residuals disposal facilities required for the projected flow rates and define the need for and extent of upgrade and expansion of these facilities.

Hazen will evaluate the general condition of the City's 85 lift stations and populate a condition assessment form with all assessment activities. Condition assessment criteria categories and ratings to be used will be defined by others. Additionally, condition assessment of the Large User meters, conducted by others, will be incorporated into the Wastewater Master Plan.

Hazen shall estimate useful life based upon a simple straight-line degradation (straight-line degradation from 'new' to 'replace' over the published or typical asset lifespan). Hazen will consolidate and review historical replacement cost data, our local knowledge of replacement cost, databases such as RS Means, and City databases with costs from similar projects to estimate the replacement cost in current dollars for each asset. For a lift station, cost is based on pump size, lift station configuration, and layout. Work planned on the lift stations and extraordinary conditions that have extended or shortened an asset's life will be included to the extent possible.

An evaluation of a parallel force main to the existing Taft Street force main will be conducted to improve future reliability of the City sewer collection system. The conceptual analysis and recommendations will be documented in a Technical Memorandum and reviewed with the City in a workshop.

Task 4 – System Vulnerability and Criticality Assessment (Phase 2)

In addition to the capacity and general condition assessment of the City's SRWWTP, 85 lift stations, and collection system, mitigation of impacts due to sea level rise and storm surge during the CIP planning horizon may be necessary. This task expands on the work performed by Hazen (2020 *Citywide Vulnerability and Adaptation Plan*), including the identification of critical assets, components, and topographical information. This analysis of asset components will include inundation risk, potential mitigation concept development and evaluation, and cost estimation to be incorporated into the Wastewater Master Plan. A phased approach and timeline including proposed projects, project schedule and cost estimates will be established for the duration of the planning period based on critical projections. Sea Level Rise projections will be based on the 2019 update of the *Unified Sea Level Rise Projection, Southeast Florida* as prepared by the Southeast Florida Regional Climate Change Compact's Sea Level Rise Ad Hoc Work Group. Storm surge estimates shall be based on Category 3 events using standard data sets (e.g., NOAA, USACE, USGS, etc.). This task shall include the development of limited design standards for affected existing infrastructure (e.g., gravity collectors, self-sealing doors, conduit penetrations, etc.) requiring rehabilitation/replacement and new construction projects (e.g., minimum floor and electrical panel elevation, etc.). Master plan update frequency based on the rate of projected climate change will be recommended. Additionally, a preliminary business intelligence (BI) reporting database will be developed and presented in a dashboard for possible use by City staff to determine if future planning and tracking efforts may be enhanced.

Task 5 – Capital Improvements Program (Phase 2)

This task consists of the development of a capital project prioritization framework to enable the City to identify, plan, and prioritize the R&R of Wastewater Treatment Plant facilities and Wastewater Pump Station assets, sewer gravity piping and manholes, sewer force main system, reuse distribution system with the highest risk of failure based on effective useful life, condition age, capacity analysis, available condition assessment report or record by others, and consequence of failure assessments. Based on the results of the prior tasks and input from the City, Hazen shall develop recommendations for major wastewater collection, transmission, reuse distribution and secondary effluent piping from Davie and Cooper City, treatment, and disposal

improvements. An estimated time schedule for implementation of the identified wastewater improvements throughout the planning period including present planning-level cost estimates will be developed. A preliminary Quality control of planning and technical review for this task will be performed by Tobon Engineering, a registered County Business Enterprise and Small Business Enterprise.

Task 6 – Wastewater Master Plan Submittals and Progress Meetings (Phases 1 and 2)

Hazen shall provide a Wastewater Master Plan submittal representing the 90% level of completion and attend progress meetings wherein updates will be provided via brief written and/or verbal summaries. The incorporation of comments received at the 90% level will constitute the final submittal (100%). A total of ten (10) meetings are anticipated. Hazen shall prepare meeting minutes comprised of issues discussed relevant to the Wastewater Master Plan.

Task 7 – Wastewater Master Plan Administration, Coordination and Report Preparation (Phases 1 and 2)

Hazen shall prepare and provide 10 copies of all Wastewater Master Plan submittals for review by the City. It is assumed that the final report will be provided in pdf (portable document format) and 3-ring binder format (10 copies). Quality control of technical review for this task will be performed by Tobon Engineering, a registered County Business Enterprise and Small Business Enterprise.

Task 8 – City Commission Workshop Assistance (Phase 2)

Hazen shall assist City staff in a workshop with the City Commission by preparing visuals for the Wastewater Master Plan and attending the workshop to answer questions.

Task 9 – Wastewater Collection System Hydraulic Modeling (Phases 1 and 2)

Using Infoworks ICM, Hazen will update the City's existing wastewater system model based on the current GIS records (baseline system). This effort will also include all gravity piping, manholes, lift stations with actual wet well size and pump curves, development of base flows with reference to average daily flows and peak flows. This baseline system model will be used for model calibration and will include the existing infrastructure. Once updated, flow monitoring and rainfall data will be collected followed by model calibration.

The baseline sewer flow contribution from each of the meter sewersheds will be determined to spatially characterize sewer flow and quantify collection system capacity. A monitoring plan will be developed for each sewershed for effective and efficient placement of metering instruments. Flow meters and rain gauges will be installed within the system to monitor data over an extended period. In addition, pressure data loggers will be installed at key pump stations and force mains. System field monitoring services will be performed by a combination of Hazen staff and specialty field units such as ADS. Based on the size and extent of the Hollywood sewer system, field instrumentation needs sufficient for adequate calibration is estimated to include up to 25 flow

meters for gravity lines, 20 pressure data loggers for force mains, and 2 rain gauges over a 3-month monitoring period.

Hydraulic model calibration efforts will include both dry and wet weather calibration and the flow monitoring data will be analyzed for both accuracy and completeness prior to identifying input parameters for the model. The model input dry weather volumes will be based on the flow monitoring results and include the sanitary wastewater component and the groundwater infiltration component. To improve the accuracy of predicted wet-weather planning conditions, the model will be calibrated to a continuous time series by comparing the modeled flow to the metered field observations under both dry weather and wet weather conditions.

The calibration criteria for both dry and wet weather conditions is shown in the table below. The calibration criteria are based in part on the standards outlined in the Wastewater Planning Users Group Code of Practice for the Hydraulic Modelling of Sewer Systems (WaPUG) (Version 3.001, Amended December 2002).

Sewer System Hydraulic Model Calibration Criteria

Hydraulic Characteristics	Criteria*
<i>Dry Weather Calibration Criteria</i>	
Flow Rate	-10% to 10% of measured or $\leq \pm 0.1$ MGD
Flow Volume	-10% to 10% of measured or $\leq \pm 0.1$ MG
Depth (Avg, Max, Min)	-15% to 15% of measured
Shape	Modeled and metered curves should be similar for flow and depth.
Timing	Peaks, troughs, and recessions of modeled and metered curves should be similar for flow and depth.
<i>Wet Weather Calibration Criteria</i>	
Flow Rate	-15% to 25% of measured or $\leq \pm 0.1$ MGD
Flow Volume	-15% to 25% of measured or $\leq \pm 0.1$ MG
Depth (Avg, Max, Min)	-15% to 15% of measured
Shape	Modeled and metered curves should be similar for flow and depth.
Timing	Peaks, troughs, and recessions of modeled and metered curves should be similar for flow and depth.
Flooding	Corroborated using City data and other historical records.

*In compliance with Wastewater Planning Users Group Code of Practice for the Hydraulic Modelling of Sewer Systems (WaPUG), Version 3.001, Amended December 2002.

The shape of the modeled and metered curves and the timing of the peaks, troughs, and recessions of the modeled and metered curves will be compared to confirm satisfaction of the calibration criteria. Any needed system improvements to prevent surcharge will be noted and accompanied by planning-level costs.

While approximately 55% of the City is currently served by the wastewater collection system, the City intends to expand the collection system to the unsewered areas. Using customer water consumption records and existing defined "unsewered basins", Hazen will estimate sewer

volumes and include the impact of a sewer expansion to the collection system model. Flow inputs will be assumed at existing system trunk lines. Preliminary collection system layouts for unsewered basins is not envisioned.

A total of four (4) meetings with pertinent City staff are envisioned specific to the hydraulic modeling effort to discuss results. City assistance will be needed to obtain access to pertinent facilities, particularly for the coordination, deployment and retrieval of monitoring equipment. Upon completion, a separate Technical Memorandum summarizing the modeling, calibration and sewer expansion efforts and results will be submitted and a 2-day workshop for model training will be provided for the calibrated model. Budget allocation for this task per phase is estimated as follows:

Task 9 – WWCS Hydraulic Modeling

Subtask	Phase 1	Phase 2
9.1 Model Update	\$418,057	\$0
9.2 Model Calibration and Verification	\$434,320	\$0
9.3 Model Scenarios	\$0	\$129,138
9.4 Sewer Expansion Modeling	\$0	\$173,618
9.5 Meetings	\$10,041	\$10,041
9.6 Summary Report	\$0	\$32,285
Monitoring and Calibration Services	\$150,000	\$150,000
Subtotal	\$1,012,418	\$495,082

Task 10 – Regulatory Considerations Allowance (Phase 2)

Although the outlook for NPDES permit requirements beyond the year 2020 cannot be accurately determined at this time, additional utility requirements can be reasonably assessed as possibilities. In developing the Wastewater Master Plan, Hazen may be requested to consider the impact of recent or proposed regulatory requirements as authorized by the City including the Clean Waterways Act and other regulatory trends. At the City's sole discretion, including ocean outfall change reuse compliance, might be conducted by others and incorporated into the Wastewater Master Plan. City input will be obtained to confirm/define scenarios of most concern which will be evaluated under this task.

KEY ASSUMPTIONS

Key assumptions concerning this scope are:

- No site visits to any Large User facilities or meetings/correspondence or any other form of communication directly with Large Users is included.
- Alternative biosolids treatment technologies will not be addressed.

- It is assumed that the City will maintain the current biosolids process to be marketed as a fertilizer. Future biosolids regulatory changes as well as different treated biosolids fate and/or marketability will not be addressed.
- Postulation of regulatory actions resulting in the need for additional reuse facilities will be limited to wastewater-related issues only.
- City shall provide access to plans and data (electronic format), both public and private, that City has record of and provide copies of requested information/documents at no charge.
- This scope does not include any permitting services or negotiations with other agencies, jurisdictions, or parties relative to specific projects. Meetings with these parties may occur relative to general matters and/or conceptual solutions.
- This scope does not cover implementation of any specific project/program including design, permitting, bidding, construction services, etc.
- No preliminary design of sewers for unsewered area is included.
- Data from Large User owned and operated collection system will be incorporated into the model as input data points (ie forced flow nodes). The capacity of the Large User system will not be defined as part of this project.
- Model calibration for gravity scenarios involving the existing customer base will be adjusted with the diurnal pattern and compared with data collected from the gravity flow monitoring effort.
- Model calibration for transmission scenarios involving the existing pump stations will be adjusted with the diurnal pattern and compared with data collected during the gravity flow and transmission pressure monitoring effort.
- No hydraulic model of the SRWWTP is included.
- City will provide access to all necessary facilities for execution of the work. This includes but is not limited to exposing manholes and/or clearing easements for truck/van access.
- Surveying services and underground utility locates are not envisioned.
- The most recent Storm Surge Data, Sea Level Rise projections and LiDAR information available will be used for impacts due to climate change.
- Preliminary construction cost estimate shall be unitized based on local, similar projects and quotes from contractors in accordance with AACE 56R-08 Estimate Class 5. The expected accuracy range is -30% to +50%. All costs will be provided in current dollars.

COMPENSATION

The completion of tasks has been phased in accordance with the City's budget. For the engineering services performed under Tasks 1 through 9 of this Authorization, City agrees to pay a Lump Sum fee of \$1,490,619 for Phase 1 services and a Lump Sum fee of \$1,757,830 for Phase 2 including other direct costs and subconsultants. A Not-to-Exceed allowance of \$47,028 is provided for compensation of Task 10 – Regulatory Considerations which will be based on City input and will be at the City's sole discretion. The total value of this work order is \$3,295,477.

SCHEDULE

Engineering services will be completed within 24 months from Notice-to-Proceed. Services with respect to Phase 1 will be completed in months 1-12. Engineering services with respect to Phase 2 will be completed in months 13-24.

Engineering services for the project will be performed as part of our Professional Services Agreement for Wastewater Master Plan (Agreement) dated March 2020. Services provided by Hazen and Sawyer, D.P.C. shall be limited to those services specifically identified in this work order.

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

Very truly yours,

Hazen AND SAWYER, P.C.

A handwritten signature in blue ink, appearing to read 'J. Philip Cooke', is positioned above the printed name.

J. Philip Cooke, P.E.
Senior Associate

c: File No. 4321-016/1.0

Attachment

**CITY OF HOLLYWOOD
SOUTHERN REGIONAL WASTEWATER COLLECTION AND TREATMENT SYSTEM
WASTEWATER MASTER PLAN
Fee Breakdown**

Labor Hours

<u>Tasks</u>	<u>Senior Officer</u>	<u>Senior Associate</u>	<u>Associate</u>	<u>Senior Principal Engineer</u>	<u>Principal Engineer</u>	<u>Senior Principal Engineer</u>	<u>Senior Designer</u>	<u>Principal Designer</u>	<u>Senior Drafter</u>	<u>Admin Assistant</u>	<u>Subtotal</u>	<u>Fee</u>
PHASE 1 LABOR												
Task 1 - Project Kickoff, Data Collection & Compilation	2	4	4	8	24	16	2	4	8	2	74	\$ 11,669
Task 2 - Flow and Load Forecasts	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 3 - WWTP and LS Condition Assessment	20	140	186	236	746	792	0	0	0	42	2162	\$ 349,303
Task 4 - System Vulnerability and Criticality Assessment	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 5 - Capital Improvements Program	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 6 - WWMP Progress Meetings and Submittals	1	2	2	4	16	16	0	0	0	2	43	\$ 6,730
Task 7 - WWMP Administration and Preparation	8	32	40	60	200	200	16	40	60	48	704	\$ 105,499
Task 8 - City Commission Workshop Assistance	0	0	0	0	0	0	0	0	0	0	0	\$ -
Task 9 - WWCS Hydraulic Modeling	56	242	326	484	1534	1980	366	190	342	150	5670	\$ 862,418
Task 10 - Regulatory Considerations Allowance	0	0	0	0	0	0	0	0	0	0	0	\$ -
Subtotal	9	34	42	64	216	216	16	40	60	50	8,653	\$ 1,335,619

PHASE 2 LABOR

Task 1 - Project Kickoff, Data Collection & Compilation	1	2	4	5	21	38	2	4	6	2	85	\$ 12,346
Task 2 - Flow and Load Forecasts	2	13	16	26	90	112	6	16	29	10	320	\$ 47,629
Task 3 - WWTP and LS Condition Assessment	4	28	30	52	134	144	0	0	0	6	398	\$ 64,723
Task 4 - System Vulnerability and Criticality Assessment	12	96	132	192	468	660	288	0	0	36	1884	\$ 296,907
Task 5 - Capital Improvements Program	17	88	121	176	465	637	231	16	29	40	1820	\$ 284,380
Task 6 - WWMP Progress Meetings and Submittals	1	9	12	15	32	46	0	0	0	2	117	\$ 19,044
Task 7 - WWMP Administration and Preparation	31	122	153	244	854	1068	61	153	275	92	3053	\$ 455,847
Task 8 - City Commission Workshop Assistance	2	8	11	0	24	56	0	56	0	3	160	\$ 24,372
Task 9 - WWCS Hydraulic Modeling	21	125	187	230	595	795	165	0	0	42	2160	\$ 345,082
Task 10 - Regulatory Considerations Allowance	3	12	16	24	90	108	6	16	30	12	317	\$ 47,028
Subtotal	54	239	313	459	1,465	1,915	298	241	334	149	10,314	\$ 1,597,358

DIRECT EXPENSES - PHASE 1

Subconsultant (Tobon Engineering)
Sewer System Monitoring and Calibration Services

\$ 5,000
\$ 150,000

DIRECT EXPENSES - PHASE 2

Subconsultant (Tobon Engineering)
Sewer System Monitoring and Calibration Services
Out-of-pocket

\$ 55,000
\$ 150,000
\$ 2,500
\$ 362,500

Total

\$ 3,295,477

Maximum Hourly Labor Rate

73.92

WWMP Fee

EXHIBIT "C"
CONSULTANT'S RATE SCHEDULE

EXHIBIT C
Consultant's Hourly Rate Schedule

Job Class/Title	Minimum Raw Labor Rate (\$/hr)	Direct Labor Multiplier	Loaded Hourly Rate (\$/hr)
Vice President	89.00	3.2	274.12
Associate Vice President	79.00	3.2	243.32
Senior Associate	85.00	3.2	261.80
Associate	69.00	3.2	212.52
Senior Principal Engineer	59.00	3.2	181.72
Principal Engineer	54.00	3.2	166.32
Assistant Engineer	47.00	3.2	144.76
Senior Engineer	43.00	3.2	132.44
Engineer	40.00	3.2	123.20
Senior Associate Scientist	79.00	3.2	243.32
Associate Scientist	66.00	3.2	203.28
Senior Principal Scientist	49.00	3.2	150.92
Principal Scientist	46.00	3.2	141.68
Scientist	32.00	3.2	98.56
Senior Principal Designer	58.00	3.2	178.64
Principal Designer	48.00	3.2	147.84
Senior Designer	43.00	3.2	132.44
Designer	38.00	3.2	117.04
Senior Drafter	31.00	3.2	95.48
Senior Graphic Designer	44.00	3.2	135.52
Graphic Designer	38.00	3.2	117.04
Associate Geologist/Hydrogeologist	71.00	3.2	218.68
Principal Geologist/Hydrogeologist	59.00	3.2	181.72
Senior Geologist/Hydrogeologist	41.00	3.2	126.28
Geologist/Hydrogeologist	32.00	3.2	98.56
Project Field Representative II	44.00	3.2	135.52
Project Field Representative I	28.00	3.2	86.24
Senior Technician	28.00	3.2	86.24
Technician	24.00	3.2	73.92
Production Coordinator	29.00	3.2	89.32
Senior Administrator	31.00	3.2	95.48
Technical Typist	28.00	3.2	86.24
Administrative Assistant	24.00	3.2	73.92
Secretary	23.00	3.2	70.84

EXHIBIT "D"
CERTIFICATES OF INSURANCE



HAZE&SA-01

ABAREFOOT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/25/2021

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS:	admin@amesgough.com		
INSURED Hazen and Sawyer 498 Seventh Avenue New York, NY 10018	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : Hartford Fire Insurance Company A+ (XV)			19682
	INSURER B : Twin City Fire Insurance Company A+ (XV)			29459
	INSURER C : Continental Casualty Company (CNA) A, XV			20443
	INSURER D :			
	INSURER E :			
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			42UUNOL5499	3/29/2021	3/29/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			42UENOL5501	3/29/2021	3/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ DED \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	42WBOL6H6E	3/29/2021	3/29/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH008231489	3/29/2021	3/29/2022	Per Claim/Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Hollywood is included as additional insured with respect to General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Hollywood PO Box 229045 Hollywood, FL 33022	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
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