



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

**REQUEST FOR STATEMENTS OF  
QUALIFICATIONS**

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
FOR  
INJECTION WELLS  
NO. 3 AND NO. 4 PUMP STATION**

**AT**

**SOUTHERN REGIONAL WASTEWATER TREATMENT  
PLANT**

**PROJECT NO. 19-9119A**

**OCTOBER 2019**

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# NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

## DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION

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**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, November 26, 2019**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **November 26, 2019** 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. 14<sup>th</sup> Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

A project introduction meeting and site touring by the Department of Public Utilities will be held October 30, 2019 at 9:00 AM, at the Southern Regional Wastewater Treatment Plant, 1621 N. 14<sup>th</sup> Avenue, 2nd Floor Conference Room, Hollywood, Florida, 33020.

Questions shall be submitted in writing via email by no later than **Thursday, November 7, 2019**; 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](http://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 22<sup>nd</sup> day of October 2019.



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CLECE AURELUS, P.E.,  
ENGINEERING SUPPORT SERVICES  
MANAGER  
DEPARTMENT OF PUBLIC UTILITIES  
CITY OF HOLLYWOOD

# **REQUEST FOR STATEMENT OF QUALIFICATIONS**

## **DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR**

### **INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION**

#### **I. INTRODUCTION:**

The City of Hollywood Department of Public Utilities operates and maintains the Southern Regional Wastewater Treatment Plant (SRWWTP) which serves the City wastewater customers and six large users including unincorporated Broward County and the neighboring municipalities of Dania Beach, Hallandale Beach, Miramar, Pembroke Park, and Pembroke Pines.

There is an existing deep injection well system at SRWWTP consisting of deep injection wells No.1, deep injection well No. 2, and Deep Injection Wells Pump Station No.1.

As one of the requirements of the 2008 Ocean Outfall Legislation (OOL), the CITY is required to cease discharge of non-peak effluent flow to the ocean outfall. To meet the requirements of the 2008 OOL, the CITY intends to construct two new injections wells (IW-3 and IW-4), a dual zone monitoring well, and new pumping facilities with the capacity to dispose of up to 39.8 mgd of secondary treated domestic wastewater effluent from the SRWWTP and reverse osmosis concentrate from the City of Hollywood Water Treatment Plant (WTP).

The permit to construct the two proposed injection wells and monitoring well was issued by Florida Department of Environmental Protection on January 17th, 2019 and is enclosed as Attachment B. On March 14, 2019, the Department of Public Utilities staff advertised for construction of Deep Injection Wells No. 3 and No. 4. The Bid documents are enclosed in Attachment C.

On July 3, 2019, the Department of Public Utilities staff advertised for Professional Engineering Consultant Services during the construction of Deep Injection Wells No. 3 and No. 4 which shall include the preconstruction and project coordination activities, observation of drilling services, coordination with the CITY and FDEP, permitting, engineering support services, and all other related services during the deep injection wells construction.

The new Injection Wells Pump Station will be designed to dispose secondary effluent and WTP concentrate to new Deep Injection Wells No. 3 and No. 4. It shall have also capability to dispose secondary effluent only to existing Deep Injection Wells No. 1 and No. 2 when the existing Injection Well Pump Station is down for service.

The City intends to hire an engineering firm for the design, permitting, bidding assistance and construction administration services related to the Injection Wells No. 3 and No. 4 Pump Station project with this Request for Statement of Qualifications.

## **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 during the design, permitting, bid services and construction administration of Injection Wells No. 3 and No. 4 Pump Station project at SRWWTP. The contract term will be for the duration of the design and construction phase of the project estimated at this time for a period of four 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
- Coordinate with permitting agency related to OOL permitting requirements
- Develop a Preliminary Design Report, which shall include but not limited to hydraulic analysis, layout of the pump station, piping, backup power generator system, electrical and instrumentation design criteria, effluent disposal operation strategy addressing operation of new Injection Well No. 3 and No. 4 Pump Station, existing Injection Well Pump Station, existing ocean outfall Effluent Pump Station and existing ocean outfall diesel engine Pump Station, etc.
- Complete detailed design for 90% and Final bid documents
- Develop project cost estimates
- Application for all permits required for the construction of the pump station facility
- Provide assistance during the bid, including bid evaluation and reference check
- Provide construction administration and engineering services during construction
- Upon completion of construction, deliver to the City one set of reproducible "As-Built" drawings, incorporating into the permit plans all permit and field revisions, incorporating any changes that were made during the construction process.

### **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](mailto: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 (25 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 design and construction management of deep injection well pumping facilities. 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
- Number and brief description of change orders or amendments issued during the project. This shall include change orders for both engineering services and the subsequent construction work where applicable
- Average turnaround time for Requests for Information and Shop Drawing/Submittal approvals
- Ability of the firm to perform construction management of deep injection wells with in-house resources. This will be evaluated by examining the extent and depth of experience of the firm's staff as indicated by the staff resumes

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 (10 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 perform design and construction management of similar deep injection well pump station projects 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 design and construction management 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 the project from initial involvement in contract document preparation through the final construction phases of similar deep injection well pumping facility projects. Include methods used during design and construction 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 designed to include all the facets the City desires. 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 evaluation of injection well pump facilities, construction techniques and material evaluation to insure optimum value in meeting the design 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 NOVEMBER 26, 2019 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.

<b>Advertise for Qualifications:</b>	<b>October 22, 2019</b>
<b>Submission Deadline, 2:00 PM:</b>	<b>November 26, 2019</b>
<b>Short list Notification for Oral Interviews:</b>	<b>December 16, 2019</b>
<b>Oral Interviews:</b>	<b>January 7, 2020</b>
<b>Commission Approval:</b>	<b>February 20, 2020</b>

#### **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:**

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(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.

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(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
_____	_____
_____	_____

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

**Attachment A**

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
INJECTION WELLS NO. 3 AND NO. 4  
PUMP STATION**

**SUBMITTAL QUESTIONNAIRE**

ENGINEERING SERVICES QUALIFICATION STATEMENT  
AND SUBMITTAL QUESTIONNAIRE

**PROJECT NAME:** DESIGN AND CONSTRUCTION ADMINISTRATION  
SERVICES FOR INJECTION WELLS NO. 3 AND NO. 4  
PUMP STATION  
**PROJECT NO.:** 19-9119A

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

Name: \_\_\_\_\_

Mailing Address:

Street/PO

Box \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Physical Address (if different from above):

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone ( ) - Ext Fax ( ) -

Primary E-Mail

Address: \_\_\_\_\_

Web Site

Address: \_\_\_\_\_

Contacts:

1. Name: \_\_\_\_\_ Title: \_\_\_\_\_

2. Name: \_\_\_\_\_ Title: \_\_\_\_\_

**2. TYPE OF ORGANIZATION**

**A. Check One:**

☐ Corporation (complete Section B and G)

☐ Sole Proprietorship (complete Section D)

☐ Other (complete Section F and G)

☐ Partnership (complete Section C and G)

☐ Joint Venture (complete Section E and G)

**B. If a Corporation, State incorporated:**

\_\_\_\_\_

Date \_\_\_\_\_ of \_\_\_\_\_  
Incorporation: \_\_\_\_\_

State \_\_\_\_\_ in \_\_\_\_\_ which \_\_\_\_\_  
Incorporated: \_\_\_\_\_

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

Name and Titles of Principal Officers	Date Elected
_____	_____
_____	_____
_____	_____

**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: \_\_\_\_\_

\_\_\_\_\_

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**F. If other than above, please describe:**

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

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Please attach the following:

- a. Corporate Organization Chart
- b. Resumes of Principal Staff
- c. Corporate Family Tree
- d. Company Brochure/Annual Report

**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					Clerical /Technicians				
Project Management					Procurement				
Engineers					Project Control and Estimating				
Design/Drafting					Construction Management				
Computer Services					Research and Development				

Local Office Location:

Personnel in Organization by Discipline.

Discipline	Engineers		Designers Total
	Reg	Total	
Civil			
Sanitary			
Structural			
Mechanical			
HVAC			
Process			
Electrical			
Instrumentation			
Industrial			

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

<b>Discipline (Construction Management)</b>	<b>Personnel</b>
Field Superintendents	_____
Home Office Management	_____
Planners (Site, City, Community)	_____
Architects	_____
Other	_____

Maximum Man-Hours Available Per Year: \_\_\_\_\_

Current Estimated Man-Hours Per Year: \_\_\_\_\_

#### 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 type="checkbox"/>	<input type="checkbox"/>	Stress Analysis*	<input type="checkbox"/>	<input type="checkbox"/>
Drawings					
Preparation of Specifications	<input type="checkbox"/>	<input type="checkbox"/>	Pipeline	<input type="checkbox"/>	<input type="checkbox"/>
Construction Mgmt. Services	<input type="checkbox"/>	<input type="checkbox"/>	Surveying	<input type="checkbox"/>	<input type="checkbox"/>
Process Problem Analysis	<input type="checkbox"/>	<input type="checkbox"/>	Direct Hire Field Construction	<input type="checkbox"/>	<input type="checkbox"/>
Energy Conservation Studies	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Instrumentation & Control	<input type="checkbox"/>	<input type="checkbox"/>
Soil and Foundation Studies	<input type="checkbox"/>	<input type="checkbox"/>	Process Design	<input type="checkbox"/>	<input type="checkbox"/>
Foundation Design	<input type="checkbox"/>	<input type="checkbox"/>	Equipment Design	<input type="checkbox"/>	<input type="checkbox"/>
Structural Design	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Electrical	<input type="checkbox"/>	<input type="checkbox"/>
Testing Capability	<input type="checkbox"/>	<input type="checkbox"/>	Detailed Piping Design	<input type="checkbox"/>	<input type="checkbox"/>
Detailed Mechanical	<input type="checkbox"/>	<input type="checkbox"/>	Construction Management	<input type="checkbox"/>	<input type="checkbox"/>

Procurement

☐☐

Inspection/Expediting

☐☐

**B. Drafting Method Utilized:**

\*Manual

☐

Computer

☐

If Computer, What  
Program: \_\_\_\_\_

**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:**

- 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)**

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

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## 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

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.

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**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.:

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Date:

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Primary

Classification:

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**10. QUALIFICATION FORM PREPARED BY:**

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

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

Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

**Attachment B**

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
INJECTION WELLS NO. 3 AND NO. 4  
PUMP STATION**

**CONSTRUCTION PERMIT  
FOR  
INJECTION WELLS NO. 3 AND NO. 4**



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

## **SENT VIA ELECTRONIC MAIL:**

In the Matter of an Application for Permit by:

January 30, 2019

Steve Joseph, P.E., Director of Public Utilities  
City of Hollywood  
1621 N. 14<sup>th</sup> Avenue  
Hollywood, Florida 33022  
[sjoseph@hollywoodfl.org](mailto:sjoseph@hollywoodfl.org)

FDEP UIC Permit No. 156419-008-009-UC/1X  
FDEP WACS Facility ID 53391  
Broward County  
Construction Permit, IW-3 & IW-4  
Class I Injection Well System, WWTP

## **NOTICE OF PERMIT**

Enclosed is Permit Number 156419-008-009-UC/1X to construct and operationally test an Injection Well System. Any party to this Order (permit) has the right to seek judicial review of the permit pursuant to Section 120.68, Florida Statutes, by the filing of a Notice of Appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, with the Clerk of the Department in the Office of General Counsel, 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 323993000, [agency\\_clerk@dep.state.fl.us](mailto:agency_clerk@dep.state.fl.us); and by filing a copy of the Notice of appeal accompanied by the applicable filing fees with the appropriate District Court of Appeal. The Notice of Appeal must be filed within 30 days from the date this Notice is filed with the Clerk of the Department.

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

## EXECUTING AND CLERKING:

Executed in Tallahassee, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



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Joseph Haberfeld, P.G.  
Aquifer Protection Program  
Division of Water Resource Management

## CERTIFICATE OF SERVICE

The undersigned duly designated clerk hereby certifies that this NOTICE OF PERMIT and all copies were sent on the filing date Friday, January 30, 2019 to the following listed persons:

Joseph Haberfeld, FDEP/TLH	<a href="mailto:joe.haberfeld@dep.state.fl.us">joe.haberfeld@dep.state.fl.us</a>
Tracy Woods, FDEP/TLH	<a href="mailto:tracy.woods@dep.state.fl.us">tracy.woods@dep.state.fl.us</a>
Douglas Thornton, FDEP/TLH	<a href="mailto:douglas.thornton@dep.state.fl.us">douglas.thornton@dep.state.fl.us</a>
Len Fishkin, FDEP/SED	<a href="mailto:len.fishkin@dep.state.fl.us">len.fishkin@dep.state.fl.us</a>
Greg Kennedy, FDEP/SED	<a href="mailto:greg.a.kennedy@dep.state.fl.us">greg.a.kennedy@dep.state.fl.us</a>
Nigel Grace, Brown & Caldwell	<a href="mailto:ngrace@brwnncald.com">ngrace@brwnncald.com</a>
David McNabb, McNabb Hydrogeologic	<a href="mailto:david@mcnabbhydroconsult.com">david@mcnabbhydroconsult.com</a>
Andrew Franz, FDEP/TLH	<a href="mailto:andrew.e.franz@dep.state.fl.us">andrew.e.franz@dep.state.fl.us</a>
Cathleen McCarty, FDEP/T LH	<a href="mailto:cathleen.mccarty@dep.state.fl.us">cathleen.mccarty@dep.state.fl.us</a>
Jason Meadows, USEPA/ATL	<a href="mailto:meadows.jasonb@epa.gov">meadows.jasonb@epa.gov</a>

## FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section.120.52, Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged

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*Shirley Shields*  
Clerk

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January 30, 2019  
Date



# FLORIDA DEPARTMENT OF Environmental Protection

Bob Martinez Center  
2600 Blair Stone Road  
Tallahassee, FL 32399-2400

**Ron DeSantis**  
Governor

**Jeanette Nuñez**  
Lt. Governor

**Noah Valenstein**  
Secretary

## Underground Injection Control Class I Injection Well System Construction and Testing Permit

### Permittee

Steve Joseph, P.E., Director of Public Utilities  
City of Hollywood  
1621 N. 14<sup>th</sup> Avenue  
Hollywood, Florida 33022  
[sjoseph@hollywoodfl.org](mailto:sjoseph@hollywoodfl.org)

### Permit/Certification

UIC Permit Number: 156419-008-009-UC/1X  
WACS Facility ID: 53391  
Date of Issuance: January 30, 2019  
Date of Expiration: January 30, 2024  
Permit Processor: Douglas Thornton

### Facility

Hollywood Southern Regional Wastewater  
Treatment Plant  
1621 N. 14<sup>th</sup> Avenue  
Hollywood, Florida 33022

### Location

County Name: Broward  
Latitude: 26° 01' 43" N  
Longitude: 80° 07' 59" W

**Project:** Class I Injection Well System IW-3 & IW-4

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and the rules adopted thereunder, particularly Chapter 62-528, Florida Administrative Code (F.A.C.). The above-named permittee is hereby authorized to perform the work or operate the facility shown on the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Environmental Protection (Department) and made a part hereof and specifically described as follows.

**TO CONSTRUCT AND OPERATIONALLY TEST:** A non-hazardous Injection Well System, consisting of two Class I injection wells (IW-3 and IW-4), with 36-inch diameter casing set to 2,900 feet below land surface (bls), 24-inch diameter fiberglass reinforced plastic (FRP) tubing set to 2,890 feet bls, and a total depth of 3,500 feet bls. The injection wells are used for the disposal of secondary treated domestic wastewater from the City of Hollywood Southern Regional wastewater treatment plant (WWTP) and reverse osmosis concentrate from the City of Hollywood water treatment plant (WTP). The maximum disposal volume is 19.92 million gallons per day (MGD). The dual-zone monitor well, MW-2, monitors the upper zone from 1,300 to 1,350 feet bls and the lower zone from 1,750 to 1,800 feet bls.

**IN ACCORDANCE WITH:** The Application to Construct DEP Form No. 62-528.900(1) received, March 27, 2018, response to the Department's request for additional

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

information dated April 25, 2018, and supporting information submitted to the Aquifer Protection Program (APP) Tallahassee office.

**LOCATION:** Hollywood Southern Regional Wastewater Treatment Plant, 1621 N. 14<sup>th</sup> Avenue, Hollywood, Florida 33022, in the Broward County.

The injection and monitor wells, as designated below by Well Name and Water Assurance Compliance System (WACS) Testsites identification (ID), and construction details at this facility, are as follows:

**Injection Well(s; IW)**

Well Name	WACS Testsites ID	Well Depth (feet bls)	Casing Diameter (in)	Casing or Tubing Type	Casing Depth or Interval (feet bls)
IW-3 156419-008-UC/1X	14140	3,500	66	Steel	225
			56	Steel	900
			46	Steel	1,500
			36	Steel	2,900
			24	FRP	2,890
			Open Hole		2,900 – 3,500
IW-4 156419-009-UC/1X	14141	3,500	66	Steel	225
			56	Steel	900
			46	Steel	1,500
			36	Steel	2,900
			24	FRP	2,890
			Open Hole		2,900 – 3,500

Injection Well Note: Annulus between the 36-inch casing and 24-inch tubing will be cemented to land surface.

**Monitor Well(s; MW)**

Well Name	WACS Testsites ID	Monitor Zone	Casing Diameter (in)	Casing Type	Casing Depth (feet bls)	Monitoring Depth (feet bls)
MW-2			34	Steel	225	
			24	Steel	900	
			16	Steel	1,300	
	30448A	Upper Zone				1,300 – 1,350
			6.625	FRP	1,750	
	30448B	Lower Zone				1,750 – 1,800

**SUBJECT TO:** Specific Conditions I-IX and General Conditions 1-24.

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

### Specific Conditions

#### **I. GENERAL REQUIREMENTS**

1. This permit is for City of Hollywood to construct and operationally test two non-hazardous Class I injection well and one dual-zone monitor well. This permit does not authorize the construction or operational testing of any other well or wells. *[62-528.440(2)(a), F.A.C.]*
2. No underground injection is allowed that causes or allows movement of fluid into an underground source of drinking water (USDW) if such fluid movement may cause a violation of any Primary Drinking Water Standard or may otherwise affect the health of persons. *[62-528.440(2)(c), F.A.C.]*
3. In the event a well must be plugged or abandoned, the permittee shall obtain a permit from the Department as required by Rule 62-528, F.A.C. When no longer used for their intended purpose, these wells shall be properly plugged and abandoned. Within 180 days of well abandonment, the permittee shall submit to the Department the proposed plugging method, pursuant to Rule 62-528.460, F.A.C. *[62-528.435(6) and 62-528.460(1), F.A.C.]*
4. If injection is to continue beyond the expiration date of this permit the permittee shall apply for and obtain an operation permit. If necessary to complete the two-year operational testing period as referenced in Rule 62-528.450(3)(e), F.A.C., the permittee shall apply for renewal of the construction permit at least 60 days prior to the expiration date of this permit.  
*[62-528.307(2)(a) and 62-528.450(3)(e), F.A.C.]*

#### **II. SITE REQUIREMENTS**

1. A drilling pad shall be provided to collect spillage of contaminants and to support the heaviest load that will be encountered during drilling.  
*[62-528.410(9)(b), F.A.C.]*
2. No drilling operations shall begin without an approved disposal site for drilling fluids, cuttings, or waste. It shall be the permittee's responsibility to obtain the necessary approval(s) for disposal prior to the start of construction. A detailed disposal plan shall be submitted to the Department prior to the commencement of drilling activities for the injection and monitor wells. *[62-528.410(9)(a), F.A.C.]*
3. Specific drilling pad dimensions and design drawings for Department record shall be provided prior to commencing construction and shortly after selection of the drilling contractor. *[62-528.410(9)(b), F.A.C.]*

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

4. The water table monitor wells surrounding the well pads shall be sampled and analyzed prior to drilling the test injection or monitor wells and then weekly thereafter. Sampling shall include specific conductance (micromhos/centimeter [umhos/cm]), pH (standard units), chloride (milligram per liter [mg/L]), temperature (Celsius [C]), and water level (pound per square inch [psi] or feet [ft] North American Vertical Datum [NAVD]). *[62-528.410(9)(b), F.A.C.]*
5. Hurricane Preparedness – Upon the issuance of a "Hurricane Watch" by the National Weather Service, the preparations to be made include but are not necessarily limited to the following:
  - a. Secure all on-site salt and stockpiled additive materials to prevent surface and/or groundwater contamination.
  - b. Properly secure drilling equipment and rig(s) to prevent damage to well(s) and on-site treatment process equipment.*[62-528.307(1)(f), F.A.C.]*

### **III. CONSTRUCTION AND TESTING REQUIREMENTS**

#### **A. General**

1. Any construction, modification, repair, or abandonment of a well shall be performed by a Florida licensed water well contractor, licensed under Rule 62-532, F.A.C., to engage in the business of construction, modification, repair, or abandonment of a well. *[62-532.200, F.A.C.]*
2. Well construction shall follow the requirements of Rule 62-532.500 for Water Well Construction Standards. *[62-532.500, F.A.C.]*
3. The measurement points for drilling and logging operations shall be surveyed and referenced to the NAVD of 1988 prior to the onset of drilling activities for the injection and monitor wells. *[62-160.240(3)(b)3., F.A.C.]*
4. Blow-out preventers or comparable flow control devices shall be installed on the injection and monitor wells prior to penetration of the Floridan aquifer system. *[62-528.410(9)(c), F.A.C.]*
5. The Department shall be notified 7 days prior to the mobilization of drilling operations to the site. *[62-528.430(1), F.A.C.]*
6. Waters spilled during construction or testing of the injection well system shall be contained and properly disposed. *[62-528.307(1)(e) and (f), and 62-528.410(9)(b), F.A.C.]*
7. If additives that were not approved in the permit application are used during grouting, for lost circulation, or for any other reason, information on their properties shall be submitted to the Department prior to their use for review and approval. *[62-528.410(5)(c), F.A.C.]*

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

8. No more than 6% bentonite gel shall be used to cement any casing or tubing unless advance approval is received from the Department due to conditions found during the drilling and logging of the well.  
*[62-528.410(5)(f) and 62-528.420(5)(c), F.A.C.]*

**B. Monitoring**

1. The construction, geophysical logging, and packer testing programs shall be implemented in accordance with this permit and as proposed in the following submittals:
  - March 27, 2018, "Well Construction Application";
  - May 23, 2018, Response to RAI;
  - Other approved submittals received by the Department.*[62.528.307(1)(b), F.A.C.]*
2. Exact depths of casing seats and monitor intervals shall be determined based on field conditions and the results obtained during the construction and testing program, and are subject to the conditions of this permit. The injection well will be constructed first followed by the monitor wells. In the case of a multi-well injection system, at least one injection well shall be constructed first.  
*[62-528.410(4)(c), F.A.C.]*
3. Packer tests shall be conducted in both injection and monitor wells to identify confinement and the base of the USDW.
  - a. The program shall include the number of packer tests identified in the permit application, at intervals which are to be field determined.
  - b. At least one packer test shall be conducted in each proposed monitor interval.
  - c. Packer tests shall be conducted in the anticipated confining intervals, from the lowermost zone of the USDW to the top of the injection zone. Results from the packer tests will contribute to the demonstration of confinement. To the extent feasible, the packer tests shall be performed over intervals that are sufficiently narrow so as not to include high hydraulic conductivity beds.
  - d. Water samples shall be collected from each packer test, and analyzed for total dissolved solids (TDS), chlorides, specific conductance, ammonia, total Kjeldahl nitrogen, and sulfate.*[62-528.405(1)(a) and (2)(a), and 62-528.420(6)(f), F.A.C.]*

**PERMITTEE:** Steve Joseph, Director of Public Utilities  
City of Hollywood  
Hollywood Southern Regional WWTP

**UIC Permit Number:** 0156419-008-009-UC/1X  
**WACS Facility ID:** 53391  
**Date:** January 30, 2019

4. Department approval is required prior to the following stages of construction and testing:
  - a. Intermediate (46-inch) casing seat in each injection well
  - b. Final (36-inch) casing seat in each injection well
  - c. Final seat for tubing and packer in each injection well
  - d. Intermediate (16-inch) casing seat in monitor well
  - e. Final (6.625-inch O.D.) casing seat in monitor well
  - f. Monitor zone selection
  - g. Short-term injection test
  - h. Operational testing

*[62-528.410(4)(c) and 62-528.420(4)(c), F.A.C.]*

5. The depth of the USDW and the background water quality of the monitor zones shall be determined during drilling and testing using the following information:
  - a. Water samples from packer test data with analysis and interpretation.
  - b. Geophysical logging upon reaching the total depth of the appropriate pilot hole interval including the following logs at a minimum: caliper, gamma ray, dual induction, and borehole compensated sonic. Other logs as identified in the permit application documents shall be run.

*[62-528.405(1)(a) and 62-528.405(3)(b), F.A.C.]*

6. The upper monitor interval shall be established within the lowermost portion of the USDW unless it can be demonstrated that no zone is present that can produce adequate water for collection of representative ground water samples. It is acceptable for the TDS of this zone to be slightly greater than 10,000 mg/L.

*[62-528.425(1)(g)4., F.A.C.]*

7. The lower monitor interval shall be positioned in a zone below the base of the USDW that can produce adequate water for collection of representative ground water samples. The purpose of the lower monitor zone is to verify the effectiveness of the confining unit and external mechanical integrity of the injection well. This zone shall be placed far enough below the base of the USDW to function as an early warning for fluid movement. *[62-528.425(1)(g)4., F.A.C.]*

8. The data and analysis supporting the selection of the monitor intervals shall be submitted to the Department after the collection, interpretation, and analysis of all pertinent cores, geophysical logs, packer tests and analysis of fluid samples. The Department shall approve the final selection of the specific upper and lower monitor intervals prior to monitor well completion. *[62-528.420(4)(c), F.A.C.]*

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9. To identify the upper and lower monitor zones, the following information from the injection and monitor wells and all available on-site sources of data shall be analyzed, interpreted and submitted for Department review and approval:
  - a. Borehole televiewer or downhole television survey.
  - b. The characteristics of the transition zone (especially regarding TDS) in the vicinity of the base of the USDW.
  - c. Packer test data including water quality (TDS, chlorides, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum).
  - d. The specific capacity of the proposed upper and lower monitor zones based on packer testing results.
  - e. The identification of the base of the USDW.  
*[62-528.420(4)(c), F.A.C.]*
10. Confinement shall be demonstrated using at a minimum, directly measured lithologic properties, geophysical evidence, and tests performed while pumping the formation. *[62-528.405(2)(c), F.A.C.]*
11. Test results pertaining to formation testing shall include and/or specifically reference the following informational and quality control items:
  - a. Information that documents the calibration of tools, including field checks prior to testing.
  - b. The conditioning/development of the borehole prior to logging, including the techniques used and the time periods in which they were applied, and
  - c. Pertaining to packer/pump testing - recording the pumping rate regularly throughout the test to account for possible variations in the pumping rate, and providing information regarding the detection of packer leaks, if any, during testing.  
*[62-528.405(2) and (3), F.A.C.]*
12. Representative samples of circulation fluid shall be collected when drilling with water, air, or reverse air during the drilling of the pilot holes of injection and monitor wells. Representative samples of circulation fluid shall be collected at a minimum of every 90 feet during drilling. The circulation fluid samples shall be analyzed for chloride and specific conductance at a minimum.  
*[62-528.405(1)(a), 62-528.420(6)(g), F.A.C.]*
13. At sites where previous injection has occurred, the representative samples of circulation fluid below the intermediate 46-inch casing in the injection well(s) shall be analyzed for TDS, chloride, sulfate, specific conductance, ammonia, and total Kjeldahl nitrogen, at a minimum. *[62-528.405(2)(c) and (3)(b), F.A.C.]*

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14. If effluent is encountered or suspected during pilot hole drilling and testing, the Department shall be notified immediately by telephone and in writing and immediate appropriate precautionary measures shall be taken to prevent any upward fluid movement. *[62-528.440(2)(d), F.A.C.]*

### **C. Mechanical Integrity**

1. Mechanical Integrity:
  - a. Injection is prohibited until the permittee affirmatively demonstrates that the well has mechanical integrity. Prior to operational testing the permittee shall establish, and thereafter maintain the mechanical integrity of the well at all times.
  - b. If the Department determines that the injection well lacks mechanical integrity, written notice shall be given to the permittee.
  - c. Within 48 hours of receiving written notice that the well lacks mechanical integrity, unless the Department requires immediate cessation of injection, the permittee shall cease injection into the well unless the Department allows continued injection pursuant to subparagraph d below.
  - d. The Department shall allow the permittee to continue operation of a well that lacks mechanical integrity if the permittee has made a satisfactory demonstration that fluid movement into or between underground sources of drinking water is not occurring.  
*[62-528.307(2)(f), F.A.C.]*
2. Mechanical integrity of each injection well shall be determined pursuant to Rule 62-528.300(6)(b) and (c), F.A.C. For wells with a fluid-filled casing/tubing annulus, this includes both continuous annular monitoring and a pressure test of the casing/tubing annulus every 5 years. *[62-528.300(6)(b) and (c), F.A.C.]*
3. Verification of pressure gauge calibration must be provided to the Department representative at the time of the test and in the certified test report.  
*[62-528.300(6)(f), F.A.C.]*
4. The Department's Southeast District office must be notified a minimum of seventy-two (72) hours prior to all testing for mechanical integrity on the injection wells. Any change in the approved testing procedure must be approved by the Department before testing begins. All testing must be initiated during daylight hours, Monday through Friday other than State Holidays, unless approval has been given by the Department. An evaluation of test results must be submitted with all test data. *[62-528.300(6)(f), F.A.C.]*

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#### **D. Surface Equipment**

1. The integrity of the monitor zone sampling systems shall be maintained at all times. Sampling lines shall be clearly and unambiguously identified by monitor zone at the point at which samples are drawn. All reasonable and prudent precautions shall be taken to ensure that samples are properly identified by monitor well name or zone and that samples obtained are representative of those zones. Sampling lines and equipment shall be kept free of contamination with independent discharges and no interconnections with any other lines.  
*[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
2. The surface equipment for each injection well disposing of domestic (municipal) effluent shall maintain compliance with Rule 62-600.540(4), F.A.C., for water hammer control, screening, access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping.  
*[62-600.540(4), 62-528.307(1)(f), and 62-528.307(2)(b), F.A.C.]*
3. Injection wells not disposing of domestic (municipal) effluent shall maintain compliance with Rule 62-528.450(2)(j), F.A.C. for water hammer control, as well as access for logging and testing, and reliability and flexibility in the event of damage to the well and effluent piping.  
*[62-528.450(2)(j), 62-528.307(1)(f), and 62-528.307(2)(b), F.A.C.]*
4. The surface equipment and piping for the injection and monitor wells shall be kept free of corrosion at all times.  
*[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
5. Spillage onto the injection well pad(s) during construction activities, and any waters spilled during mechanical integrity testing, maintenance, testing, or repairs to the system(s) shall be contained on the pad(s) and directed to a sump which in turn discharges to the pumping station wet well, via other approved means to the injection well system, or by another method approved by the Department. *[62-528.307(1)(f) and 62 528.307(2)(b), F.A.C.]*
6. After well construction activities are complete, the injection well pads are not, unless specific approval is obtained from the Department, to be used for storage of any material or equipment at any time.  
*[62 528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
7. Four surficial aquifer monitor wells, identified as Pad Monitor wells (PMWs), shall be located near the corners of the pads to be constructed for the injection and monitor wells, and shall be identified by number or pad location, i.e. NW, NE, SW, and SE. If located in a traffic area the well head(s) must be protected by traffic bearing enclosure(s) and cover(s). Each cover must lock and be specifically marked to identify the well and its purpose. The PMWs shall be sampled as follows:

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- a. During the construction and associated testing phases, the PMWs shall be sampled weekly for chlorides (mg/L), specific conductance ( $\mu\text{mho/cm}$ ), field temperature, and water level (ft NAVD). Initial PMW analyses shall be submitted prior to the onset of drilling activities.
- b. The PMWs shall also be sampled for total dissolved solids (mg/L) during the first four weeks of PMW sampling and at all times when specifically requested by the Department.
- c. The results of the PMW analyses shall be submitted to the Department in the weekly progress report. The PMWs shall be retained in service throughout the construction phase of the project. Upon completion of construction, the permittee may submit a request to the Department for cessation of sampling followed by capping, or plugging and abandonment of these wells.

[62-528.410(9)(b), F.A.C.]

#### **IV. QUALITY ASSURANCE/QUALITY CONTROL**

1. The permittee shall ensure that the operation of this injection well system shall be as described in the application and supporting documents. Any proposed modifications to the permit, construction procedures, testing procedures, completion procedures, operation procedures, or any additional work not described in the application or supporting documents shall be submitted in writing to the Tallahassee office of the Aquifer Protection Program for review and clearance prior to implementation. Changes of negligible impact to the environment and staff time will be reviewed by the program manager, cleared when appropriate and incorporated into this permit. Changes or modifications other than those described above will require submission of a completed application and appropriate processing fee as per Rule 62-4.050, F.A.C.  
[62-528.100, 62-4.050, F.A.C.]
2. Proper operation and maintenance include effective performance and appropriate quality assurance procedures; adequate operator staffing and training; and adequate laboratory and process controls. [62-528.307(2)(b), F.A.C.]
3. All water quality samples required by this permit shall be collected in accordance with the appropriate Department Standard Operation Procedures (SOP), pursuant to Rule 62-160.210, F.A.C., *Approved Field Procedures*. A certified laboratory shall conduct the analytical work, as provided by Rule 62-160.300, F.A.C., *Laboratory Certification*. Department approved test methods shall be utilized, unless otherwise stated in this permit. All calibration procedures for field testing and laboratory equipment shall follow manufacturer's instrumentation manuals and satisfy the requirements of the Department SOPs. A listing of the SOPs pertaining to field and laboratory activities is available at the Department's website: <https://floridadep.gov/dear/quality-assurance/content/dep-sops>.  
[62-4.246, 62-160, F.A.C.]

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4. All indicating, recording and totalizing devices associated with the injection well system shall be maintained in good operating condition and calibrated annually at a minimum. The pressure gauges, flow meter, and chart recorders shall be calibrated using standard engineering methods.  
*[62-528.307(1)(f) and 62-528.307(2)(b), F.A.C.]*
5. All reports submitted to satisfy the requirements of this permit shall be signed by a person authorized under Rule 62-528.340(1), F.A.C., or a duly authorized representative of that person under Rule 62-528.340(2), F.A.C. All reports required by this permit which are submitted to the Department shall contain the following certification as required by Rule 62-528.340(4), F.A.C.:  
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.  
*[62-528.340(1), (2), and (4), F.A.C.]*
6. Analyses shall be conducted on unfiltered samples, unless filtered samples have been approved by the Southeast District as being more representative of ground water conditions. *[62-520.310(5), F.A.C.]*
7. A professional engineer registered pursuant to Chapter 471, F.S., shall be retained throughout the construction period to be responsible for the construction operation and to certify the application, specifications, completion report, and other related documents. The Department shall be notified immediately of any change of engineer. *[62-528.440(5)(b), F.A.C.]*
8. Continuous on-site supervision by qualified personnel (engineer and/or geologist, as applicable) is required during all testing and geophysical logging operations.  
*[62-528.440(5)(b), F.A.C.]*

## **V. REPORTING REQUIREMENTS**

1. The drilling and construction schedule, site layout of drilling pad, and pad monitor well locations shall be submitted to the Department during site preparation but prior to drilling operation commencement for the injection well system. *[62-528.430(2)(a), F.A.C.]*

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2. Weekly progress reports shall be submitted to the Department's Tallahassee and Southeast District offices throughout the construction period for each well. These reports, which may be submitted by electronic mail, shall be submitted within 48 hours of the end of the period of record and shall include at a minimum the following information:
  - a. A cover letter summary of the daily engineer report, driller's log, and a projection for activities in the next reporting period.
  - b. Daily engineer's reports and driller's/work logs with detailed descriptions of all drilling progress, cementing, testing, logging, and casing installation activities.
  - c. Description of daily footage drilled by diameter of bit, size of hole opener, or reamer being used.
  - d. Collection of drilling cuttings every 10 feet and at every formation change.
  - e. Description of work during installation and cementing of casing, including amounts of casing and cement used. Details of cementing operations shall include the number of cementing stages, and the following information for each stage of cementing: the volume and type of cement pumped, the theoretical fill depth, and the actual tag depth. From both the physical tag and the geophysical logs, a percent fill shall be calculated. An explanation of any deviation between actual versus theoretical fill shall be provided.
  - f. Details of the additions of salt or other materials to suppress well flow, including the date, depth, and amount of material used.
  - g. Description of testing accomplished including (but not limited to) pumping and packer tests.
  - h. Lithologic logs and core descriptions with cuttings description, formation and depth encountered.
  - i. Geophysical logs, video logs, and deviation survey results.
  - j. Water quality analyses, including but not limited to the weekly water quality analysis and water levels for the PMWs.
  - k. Well development records.
  - l. Description of any construction problems that developed during the reporting period and current status.
  - m. Interpretations included with all test results and logs submitted.
  - n. Documentation of disposal of drilling fluids, cuttings, formation water, or waste as per specific condition II.2.  
*[62-528.410(9)(a) and 62-528.430(1), F.A.C.]*
3. The final selection of specific injection and monitor intervals must be approved by the Department. In order to obtain an approval, the permittee shall submit a written request to the APP Tallahassee office. All casing seat requests for the injection and monitor wells shall be accompanied by technical justification. To the extent possible, each casing seat request should address the following items:

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- a. Lithologic and geophysical logs with interpretations, as the interpretations relate to the casing seat.
  - b. Water quality data (including but not necessarily limited to TDS concentrations).
  - c. Identification of confining units, including hydrogeologic data and interpretations.
  - d. Identification of monitor zones.
  - e. Casing depth evaluation (mechanically secure formation, potential for grout seal).
  - f. Lithologic drilling rate and weight on bit data, with interpretations (related to the casing seat).
  - g. Identification of the base of the USDW using water quality and geophysical log interpretations.
  - h. A certified (P.E. or P.G.) evaluation of all logging and test results submitted with test data.
  - i. Transmissivity or specific capacity of proposed monitor zone.
  - j. Packer test drawdown curves and interpretation.
- [62-528.410(4)(c), 62-528.420(4)(c), F.A.C.]*
4. The short-term injection test request shall contain the following justifications:
    - a. Cement bond logs and interpretation.
    - b. Final downhole television survey with interpretation.
    - c. Demonstration of mechanical integrity, which shall include radioactive tracer test results, pressure testing results, and temperature logging results (if the injection test is to be after any of these mechanical integrity tests).
    - d. Reasonable assurance that adequate confinement exists.
    - e. Planned injection testing procedures.
    - f. Proposed source water to be used. Per Rule 62-528.405(3)(b), F.A.C., if an adequate potable water supply for the injection test does not exist, and the data collected during drilling provide assurance of the presence of confining bed(s), the applicant shall, after demonstrating mechanical integrity pursuant to Rules 62-528.300(6)(b)2. and (c), F.A.C., be allowed to use an alternate source for testing only with specific prior written authorization from the Department. An analysis of the alternate water source is required prior to Department approval, according to the table below:

Water Source	Required Analyses
Potable Water	No analysis needed.
Domestic Wastewater	A copy of the latest comprehensive analysis submitted to the Department's domestic wastewater program.
Desalination Concentrate or	A copy of the latest comprehensive analysis submitted to the Department's industrial

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Other Industrial Wastewater	wastewater program. If more than one year old, sample the water for the parameters required for monthly monitoring of the wastewater in Specific Condition VI.
Ground Water	<p>Sample the water for:</p> <ul style="list-style-type: none"> <li>• total dissolved solids (mg/L)</li> <li>• chloride (mg/L)</li> <li>• specific conductance (temperature compensated, <math>\mu\text{mho/cm}</math> or <math>\text{mS/cm}</math>)</li> <li>• total suspended solids (TSS) (mg/L)</li> <li>• nitrogen, ammonia, total as N (mg/L)</li> <li>• nitrogen, total Kjeldahl as N (TKN, mg/L)</li> <li>• nitrogen, nitrate, total as N (mg/L)</li> <li>• sodium (mg/L)</li> <li>• potassium (mg/L)</li> <li>• calcium (mg/L)</li> <li>• magnesium (mg/L)</li> <li>• total iron (mg/L)</li> <li>• bicarbonate (mg/L)</li> <li>• phosphorous, total as P (mg/L)</li> <li>• pH (standard units)</li> <li>• sulfate, total as <math>\text{SO}_4</math> (mg/L)</li> <li>• field temperature (<math>^{\circ}\text{C}</math>)</li> <li>• gross alpha (picoCuries per liter [pCi/L])</li> <li>• combined radium-226 and radium-228 (pCi/L)</li> </ul>
Surface Water	<p>As above for ground water, with the additional constituents:</p> <ul style="list-style-type: none"> <li>• total and fecal coliform (cts/100ml),</li> <li>• Escherichia Coli (cts/100ml), Enterococci (cts/100ml), and</li> <li>• Turbidity (Nephelometric Turbidity Unit [NTU]).</li> </ul>

[62-528.405(3)(b), F.A.C.]

5. Upon completion of analysis of cores and sample cuttings recovered during the construction of wells covered by this permit (when no longer needed by the well owner), the permittee shall contact the Geological Sample Acquisition & Management Section of the Florida Geological Survey (FGS) to arrange for the transfer of the cores and cuttings. The FGS shall also be contacted to arrange for the collection of 100 ml water samples, with nitric acid preservative for metal analysis, at the end of each packer test (where sufficient water is available) and aquifer background sample collection events. [62-528.450(5), F.A.C.]

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6. All cores, cuttings, and water samples for FGS shall be shipped to the Florida Geological Survey, Geological Sample Acquisition & Management Section, 3915 Commonwealth Boulevard, Tallahassee, Florida 32399. All cores and samples shall clearly identify the site name, well name/number, depths of samples/cores, and the latitude/longitude location of the well(s) using the form in this permit. *[62-528.450(5), F.A.C.]*
7. A final report of the construction and testing of the injection and monitor wells shall be submitted no later than 120 days after commencement of operational testing, pursuant to Rule 62-528.430(1)(e), F.A.C. In addition, a copy of the cover letter for the report shall be sent to the U. S. Environmental Protection Agency, Region 4, Underground Injection Control (UIC) Program, 61 Forsyth St. SW, Atlanta, GA 30303-8909, or R4gwuic@epa.gov. This report shall include as a minimum, definitions of the injection interval, all relevant confining units, the depth of the base of the USDW, and all monitoring zones, including all relevant data and interpretations. *[62-528.450(5), F.A.C.]*

## **VI. OPERATIONAL TESTING AND MONITORING REQUIREMENTS**

### **A. Operational Testing**

1. The permittee shall conduct operational testing of the injection well system to demonstrate that the well can absorb the design and peak daily flows that are expected, prior to granting approval for operation. *[62-528.450(3)(a), F.A.C.]*
2. Prior to operational testing, the permittee shall comply with the requirements of rule 62-528.450(3)(a),(b), and (c), F.A.C. *[62-528.307(2)(e), F.A.C.]*
3. The operational testing of the Class I injection well system under this permit shall not commence without written authorization from the Department. *[62-528.450(3)(b), F.A.C.]*
4. Prior to operational testing approval, the following items must be submitted with the request for operational testing approval for APP Tallahassee office review and approval:
  - a. Lithologic and geophysical logs with interpretations.
  - b. A copy of the borehole television survey(s) or borehole televiewer log(s) of the injection well with interpretation.
  - c. Certification (P.E. or P.G.) of mechanical integrity and interpreted test data.
  - d. Results of the short-term injection test with interpretation of the data.
  - e. A description of the actual injection procedure including the anticipated maximum pressure and flow rate at which the well will be operated under normal and emergency conditions.
  - f. Information concerning the compatibility of the injected waste with fluids in the injection zone and minerals in both the injection zone and the confining zone.

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- g. Certification of completion of well construction from water well contractor and certification by the Engineer of Record that permit conditions are met.
- h. Surface equipment (including piping, pressure gauges and flow meters, and all appurtenances) completion certified by the Engineer of Record.
- i. Draft operation and maintenance manual, including a description of surge and water hammer control and emergency discharge management plan procedures. The emergency discharge system must be fully constructed and operational (ready to operate) prior to approval of operational testing.
- j. Calibration certificates for pressure gauges and flow meters.
- k. Signed and sealed record "as-built" engineering drawings of the injection well system including all well construction, subsurface and surface piping and equipment, and appurtenances.
- l. Demonstration of confinement and definition of the injection and confining sequences shall utilize data collected during the drilling, logging, and testing of the injection and monitor wells. This submittal shall be prepared, signed, and sealed by a Florida Registered Professional Geologist or appropriately qualified Florida Registered Professional Engineer.
- m. Background water quality data from the monitoring zones in MW-2, analyzed for primary and secondary drinking water standards (62-550, F.A.C.), field pH, field specific conductance, field temperature (Celsius), and laboratory analysis for ammonia as N, total Kjeldahl nitrogen, organic nitrogen, phosphorus, total organic carbon, caffeine ( $\mu\text{g/L}$ ) and sucralose ( $\text{ng/L}$ ). The sample may exclude pesticides, PCB's, asbestos, dioxin, butachlor, acrylamide, and epichlorohydrin.
- n. Results from injection zone samples in IW-3 and IW-4, analyzed for field pH, field specific conductance, field temperature (Celsius), and laboratory analysis for chloride, total dissolved solids, sulfate, ammonia as N, organic nitrogen, nitrate as N, total Kjeldahl nitrogen, phosphorus, sulfate, total organic carbon, sodium, caffeine ( $\mu\text{g/L}$ ), and sucralose ( $\text{ng/L}$ ). The results submitted as part of the Facility's request for Department authorization to conduct short-term injection testing (specific condition V.4.) may be referenced.
- o. A wastestream analysis for caffeine ( $\mu\text{g/L}$ ), and sucralose ( $\text{ng/L}$ ).
- p. The results of two samples for each monitor well included in specific condition VI.B.3., taken after the background water quality samples are collected. The two samples for each monitor well shall be taken at least one week apart and on dates later than the background sample dates. Samples shall be analyzed for the parameters in specific condition VI.B.3. Laboratory pages and original supporting documentation including DEP Form FD 9000-24, *Groundwater Sampling Log*, for the purging of each monitor well shall be included
- q. Other data obtained during well construction needed by the Department to evaluate whether the injection well system will operate in compliance with Department rules.

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- r. A survey indicating the exact location in metes and bounds of all wells authorized by this permit shall be provided prior to issuance of an operating permit.
- s. A plan to direct approximately 50% of the reverse osmosis concentrate from the City's reverse osmosis water treatment plant to injection wells IW-3 and IW-4 as per the June 25, 2018 correspondence from the permittee to the Department.

*[62-528.450(3)(a)3. and 62-528.455(1)(c)6., F.A.C.]*

- 5. Pressure gauges and flow meters shall be installed on the injection wells prior to initiating injection activities at the site. *[62-528.450(3)(a), F.A.C.]*
- 6. Prior to the authorization of operational testing by the APP Tallahassee office, the permittee shall contact the Southeast District office to arrange a site inspection. The inspection will determine if the conditions of the permit have been met and to verify that the injection well system is operational. During the inspection, emergency procedures and reporting requirements shall be reviewed. *[62-528.450(3)(c), F.A.C.]*
- 7. The Engineer of Record or designated qualified representative must be present for the start-up operations and the APP Tallahassee office must be notified in writing of the date operational testing commenced for the subject wells. *[62-528.440(5)(b), F.A.C.]*

## **B. Monitoring**

- 1. The permittee shall submit monthly to the APP Tallahassee office the results of all injection well and monitor well data required by this permit no later than the last day of the month immediately following the month of record. The report shall include:
  - a. A cover page summarizing the current status of all monthly activities, including, but not limited to, the certification and signature required in Specific Condition Number II.5 above.
  - b. Operational and water quality data in a tabular format. The following identifying information must be included on each data sheet:
    - i. Facility Name
    - ii. Well Name
    - iii. UIC Permit Number
    - iv. WACS Facility ID
    - v. WACS Testsite ID on the appropriate data sheet (as provided on the Injection Well and Monitor Well tables on page 2 above).

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- c. Laboratory pages and original supporting documentation including DEP Form FD 9000-24, *Groundwater Sampling Log*, for the purging of each monitor well.

[62-528.307(2)(d), F.A.C.]

2. The report may be sent via electronic mail in Adobe™ (.pdf) format to the following Program e-mail addresses:

Southeast District	SED_UIC@dep.state.fl.us
Aquifer Protection Program	TAL_UIC@dep.state.fl.us

If a paper copy of the report is submitted, it should be sent to Department staff at the following addresses:

Southeast District Office	3301 Gun Club Road, MSC 7210-1, West Palm Beach, Florida 33406
Aquifer Protection Program	2600 Blair Stone Road, MS 3530 Tallahassee, Florida, 32399-2400

[62-528.307(3)(d), F.A.C.]

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3. The injection system shall be monitored in accordance with Rules 62-528.425(l)(g) and 62-528.430(2), F.A.C. The following injection well performance data and monitor zone data shall be recorded and reported in the *Monthly Operation Report* (MOR) as indicated below. Samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity. [62-528.307(2)(d), 528.430(2), and 62-528.450(3)(b), F.A.C.]

PARAMETER	UNIT	RECORDING FREQUENCY OR SAMPLING METHOD	FREQUENCY OF ANALYSES		
			IW-3 14140	IW-4 14141	MW-2 30448A & 30448B
Injection Pressure, max.	psi	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Injection Pressure, min.	psi	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Injection Pressure, avg.	psi	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Flow Rate, max.	GPM	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Flow Rate, min.	GPM	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Flow Rate, avg.	GPM	continuous	D/M <sup>a</sup>	D/M <sup>a</sup>	
Volume WWTP Effluent Injected per Well	MG	daily/monthly	D/M <sup>a</sup>	D/M <sup>a</sup>	
Volume WTP Concentrate Injected per	MG	daily/monthly	D/M <sup>a</sup>	D/M <sup>a</sup>	
Volume Injected, Total per Well and	MG	daily/monthly	D/M <sup>a</sup>	D/M <sup>a</sup>	
Pressure or Water Level max.	psi or ft NAVD	continuous			D/M <sup>a</sup>
Pressure or Water Level min.	psi or ft NAVD	continuous			D/M <sup>a</sup>
Pressure or Water Level avg.	psi or ft NAVD	continuous			D/M <sup>a</sup>
pH <sup>b</sup>	std. units	grab/purge	M	M	M
Specific Conductance <sup>b</sup>	µmhos/cm	grab/purge	M	M	M
Temperature (field) <sup>b</sup>	°C	grab/purge	M	M	M
Ammonia (as N)	mg/L	grab/purge	M	M	M
Total Organic Carbon	mg/L	grab/purge	M	M	M
Chloride	mg/L	grab/purge	M	M	M
Nitrate (as N)	mg/L	grab/purge	M	M	M
Sodium	mg/L	grab/purge	M	M	M
Sulfate	mg/L	grab/purge	M	M	M
Total Dissolved Solids	mg/L	grab/purge	M	M	M
Total Kjeldahl Nitrogen	mg/L	grab/purge	M	M	M
Sucralose	ng/L	grab/purge	SA	SA	SA
Caffeine	µg/L	grab/purge	SA	SA	SA

D - daily; M - Monthly; SA - semiannually

<sup>a</sup> - Operational data reporting for flows, pressures and water levels: daily maximum, minimum and average from continuous reporting; monthly maximum, minimum and average (calculated from daily averages).

<sup>b</sup> - Field samples

One sample to be taken for the injected water each sampling period.

Refer to the Tables on Page 2 above for the appropriate WACS testsite IDs to be used for reporting.

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4. A specific injectivity test shall be performed monthly on the injection well as required by Rule 62-528.450(3)(b)6., F.A.C. Pursuant to Rule 62-528.430(2)(d), F.A.C, the specific injectivity test shall be performed with the pumping rate to the well set at a predetermined level and reported as the specific injectivity index (gallons per minute/specific pressure). The pumping rate to be used shall be based on the expected flow, the design of the pump types, and the type of pump control used. As part of this test, the well shall be shut-in for a period of time necessary to conduct a valid observation of pressure fall-off. The specific injectivity and pressure fall-off test data shall be submitted along with the monitoring results of the injection and monitor well data. The testing may be reduced to quarterly after a minimum of six months of operational testing and with written APP Tallahassee office approval.  
*[62-528.430(2)(b) and (d); 62 528.450(3)(b)6., F.A.C.]*
5. Monitor well purging and field stabilization parameter measurement is required prior to the collection of laboratory samples for the MORs. The facility shall conduct the monitor well sampling following the monitor well sampling protocols specified in FS 2200-*Groundwater Sampling* in the DEP-SOP-001/01 Standard Operating Procedures for Field Activities. The results of the purging techniques and field stabilization parameters shall be provided on DEP Form FD 9000-24 or a similar alternative approved by the Department, and the completed forms shall be submitted to the Department with the MORs.
  - a. Calculate the volume of water in the well casing (or sample pipe if installed), and the monitoring interval. For dual zone monitor wells, calculate the upper monitor zone volume with allowance for reduced volume due to the hollow cylinder created by the lower zone tubing.
  - b. Purging shall be complete when three consecutive readings of the parameters listed below are within the following ranges<sup>[1]</sup> **and** a minimum of three well casing volumes of fluid since the beginning of purging have been evacuated from the monitor well:
    - pH:  $\pm 5.0\%$  of reading
    - Specific Conductance:  $\pm 5.0\%$  of reading
    - Temperature:  $\pm 5.0\%$  of reading
    - Turbidity:  $\leq 20$  NTU
  - c. If necessary, continue to take the above readings until three consecutive readings meet the above criteria.
  - d. Typical field conditions may not allow the temperature parameter to be met. If all the other purging criteria have stabilized, the sampling team leader may decide whether to collect a sample if the temperature criteria has not been met (DEP SOP FS2212 Section 3.6). Documentation as to why the sample

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<sup>[1]</sup> Provided dissolved oxygen in the groundwater of the zone being monitored is  $\leq 20\%$  of saturation for the measured temperature and turbidity is  $\leq 20$  NTUs. This assumption holds true for groundwater in most zones of the Floridan aquifer.

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was collected without meeting a field parameter must be recorded in the groundwater sampling log.

- e. If three consecutive well volume readings have not reached the stabilization criteria listed above by the time the fifth well volume has been reached, the monitor well sample shall be taken, and document the reason(s) in the groundwater sampling log.
- f. If a sampling pipe is used for purging, the sampling pipe volume will substitute for the well casing volume.

The APP Tallahassee office will consider an alternate purging method meeting monitor well sampling protocol in FS 2200-Groundwater Sampling in the DEP-SOP-001/01 Field Sampling Procedures Manual in the case where the above procedure causes a hardship to the facility. The permittee shall request an alternate method and receive written APP Tallahassee approval before implementing it. *[62-160.210(1) and 62-528.430(2), F.A.C.]*

- 6. The flow from the monitoring zones during well evacuation and sampling shall not be discharged to surface waters or aquifers containing an underground source of drinking water. Waters purged from monitor wells in preparation for sampling shall be diverted to the injection well head via the pad drainage system, wet well, or treatment plant.

*[62-4.030, 62-620.320, 62-520.420 and .430, F.A.C.]*

## **VII. ABNORMAL EVENTS**

- 1. In the event the permittee is temporarily unable to comply with any of the conditions of a permit due to breakdown of equipment, power outages or destruction by hazard of fire, wind, or by other cause, the permittee of the facility shall notify the Southeast District office. *[62-528.415(4)(a), F.A.C.]*
- 2. Notification shall be made in person, by telephone, or by electronic mail (e-mail) within 24 hours of breakdown or malfunction to the Southeast District office. *[62-528.307(1)(x), F.A.C.]*
- 3. A written report of any noncompliance referenced in Specific Condition Number IV.1 above shall be submitted to the Southeast District office and the APP Tallahassee office within five days after its occurrence. The report shall describe the nature and cause of the breakdown or malfunction, the steps being taken or planned to be taken to correct the problem and prevent its reoccurrence, emergency procedures in use pending correction of the problem, and the time when the facility will again be operating in accordance with permit conditions. *[62-528.415(4)(b), F.A.C.]*

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#### 4. Reporting Requirements

The permittee shall report to the Department's Southeast District office any noncompliance which may endanger health or the environment. Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within five days of the time the permittee becomes aware of the circumstances. The written submission shall contain: a description of the noncompliance and its cause; the period of noncompliance including exact dates and time, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance.

- a. The following shall be included as information which must be reported within 24 hours under this condition:
  - 1) Any unanticipated bypass which causes any reclaimed water or effluent to exceed any permit limitation or results in an unpermitted discharge,
  - 2) Any upset which causes any reclaimed water or the effluent to exceed any limitation in the permit,
  - 3) Violation of a maximum daily discharge limitation for any of the pollutants specifically listed in the permit for such notice, and
  - 4) Any unauthorized discharge to surface or ground waters.
- b. Oral reports as required by this subsection shall be provided as follows:
  - 1) For unauthorized releases or spills of treated or untreated wastewater reported pursuant to subparagraph (a)4. that are in excess of 1,000 gallons per incident, or where information indicates that public health or the environment will be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER 800-320-0519, as soon as practical, but no later than 24 hours from the time the permittee becomes aware of the discharge. The permittee, to the extent known, shall provide the following information to the State Watch Office:
    - a) Name, address, and telephone number of person reporting;
    - b) Name, address, and telephone number of permittee or responsible person for the discharge;
    - c) Date and time of the discharge and status of discharge (ongoing or ceased);
    - d) Characteristics of the wastewater spilled or released (untreated or treated, industrial or domestic wastewater);
    - e) Estimated amount of the discharge;
    - f) Location or address of the discharge;
    - g) Source and cause of the discharge;
    - h) Whether the discharge was contained on-site, and cleanup actions taken to date;

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- i) Description of area affected by the discharge, including name of water body affected, if any; and
- j) Other persons or agencies contacted
- 2) Oral reports, not otherwise required to be provided pursuant to subparagraph b.1 above, shall be provided to the Department's Southeast District office within 24 hours from the time the permittee becomes aware of the circumstances.
- c. If the oral report has been received within 24 hours, the noncompliance has been corrected, and the noncompliance did not endanger health or the environment, the Department's Southeast District office shall waive the written report.

*[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]*

## **5. Pollution Notification**

- a. In accordance with subsection 403.077, F.S., in the event of a reportable pollution release, an owner or operator of the installation at which the reportable pollution release occurs must provide to the department information reported to the State Watch Office within the Division of Emergency Management pursuant to any department rule, permit, order, or variance, within 24 hours after the owner's or operator's discovery of such reportable pollution release. The Department's Pollution Notice website is at <https://floridadep.gov/pollutionnotice>.
- b. If multiple parties are subject to the notification requirements based on a single reportable pollution release, a single notification made by one party in accordance with this section constitutes compliance on behalf of all parties subject to the requirement. However, if the notification is not made in accordance with this section, the department may pursue enforcement against all parties subject to the requirement.
- c. If, after providing notice pursuant to paragraph (a), the owner or operator of the installation determines that a reportable pollution release did not occur or that an amendment to the notice is warranted, the owner or operator may submit a letter to the department documenting such determination.
- d. If, after providing notice pursuant to paragraph (a), the installation owner or operator discovers that a reportable pollution release has migrated outside the property boundaries of the installation, the owner or operator must provide an additional notice to the department that the release has migrated outside the property boundaries within 24 hours after its discovery of the migration outside of the property boundaries.

*[403.077(2)(d), F.S., 62-528.307(1)(e) and 62-528.307(1)(x), F.A.C.]*

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#### **VIII. EMERGENCY DISPOSAL**

1. All applicable federal, state and local permits must be in place to allow for any alternate discharges due to emergency or planned outage conditions.  
*[62-528.415(4)(c)1, F.A.C.]*
2. Any proposed changes in emergency disposal methods shall be submitted to the Southeast District office and the APP Tallahassee office for review and approval prior to implementation. *[62-528.415(4)(c), F.A.C.]*
3. The emergency disposal method must be fully operational in the event of planned or emergency outages of the injection well system.  
*[62-528.415(4)(c)2, F.A.C.]*

#### **IX. FINANCIAL RESPONSIBILITY**

1. The permittee shall maintain at all times the financial resources necessary to close, plug, and abandon the injection and associated monitor wells.  
*[62-528.435(9), F.A.C.]*
2. The permittee shall annually review the cost estimate for plugging and abandonment. Upon the occurrence of the plugging and abandonment cost estimate exceeding, by 10 percent or more on an annual basis, the cost estimate upon which the current financial responsibility is based, the permittee shall submit to the Department certified financial documentation necessary to amend, renew, or otherwise replace the existing financial responsibility pursuant to Rule 62-528.435(9)(b), F.A.C. and the conditions of this permit. Documentation that the annual updates are being conducted shall be submitted thirty (30) months after the date of permit issuance. *[62-528.435(9)(b), F.A.C.]*
3. In the event that the mechanism used to demonstrate financial responsibility should become insufficient or invalid for any reason, the permittee shall notify the APP Tallahassee office in writing within 14 days of such insufficiency or invalidation. The permittee shall within 90 days of said notification submit to the APP Tallahassee office for approval new financial documentation certifying either the remedy of current financial insufficiency or resolution of the financial instrument invalidation to comply with Rule 62-528.435(9)(b), F.A.C, and the conditions of this permit. *[62-528.435(9)(b), F.A.C.]*

#### **General Conditions**

1. The terms, conditions, requirements, limitations and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to section 403.141, F.S. *[62-528.307(1)(a), F.A.C.]*

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2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings or exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications, or conditions of this permit may constitute grounds for revocation and enforcement action.  
*[62-528.307(1)(b), F.A.C.]*
3. As provided in subsection 403.087(7), F.S., the issuance of this permit does not convey any vested rights or exclusive privileges. Neither does it authorize any injury to public or private property or any invasion of personal rights, nor infringement of federal, state, or local laws or regulations. This permit is not a waiver of or approval of any other Department permit that may be required for other aspects of the total project which are not addressed in this permit.  
*[62-528.307(1)(c), F.A.C.]*
4. This permit conveys no title to land, water, does not constitute State recognition or acknowledgment of title, and does not constitute authority for the use of submerged lands unless herein provided and the necessary title or leasehold interests have been obtained from the State. Only the Trustees of the Internal Improvement Trust Fund may express State opinion as to title.  
*[62-528.307(1)(d), F.A.C.]*
5. This permit does not relieve the permittee from liability for harm to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted source, or from penalties there from; nor does it allow the permittee to cause pollution in contravention of Florida Statutes and Department rules, unless specifically authorized by an order from the Department. *[62-528.307(1)(e), F.A.C.]*
6. The permittee shall properly operate and maintain the facility and systems of treatment and control (and related appurtenances) that are installed and used by the permittee to achieve compliance with the conditions of this permit, or are required by Department rules. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by Department rules.  
*[62-528.307(1)(f), F.A.C.]*
7. The permittee, by accepting this permit, specifically agrees to allow authorized Department personnel, upon presentation of credentials or other documents as may be required by law and at reasonable times, access to the premises where the permitted activity is located or conducted to:
  - a. Have access to and copy any records that must be kept under conditions of this permit;
  - b. Inspect the facility, equipment, practices, or operations regulated or required under this permit; and

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- c. Sample or monitor any substances or parameters at any location reasonably necessary to assure compliance with this permit or Department rules.
  - d. Reasonable time will depend on the nature of the concern being investigated. *[62-528.307(1)(g), F.A.C.]*
8. If, for any reason, the permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, the permittee shall immediately provide the Department with the following information:
- a. A description of and cause of noncompliance; and
  - b. The period of noncompliance, including dates and times; or, if not corrected the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent the recurrence of the noncompliance. The permittee shall be responsible for any and all damages which may result and may be subject to enforcement action by the Department for penalties or for revocation of this permit. *[62-528.307(1)(h), F.A.C.]*
9. In accepting this permit, the permittee understands and agrees that all records, notes, monitoring data and other information relating to the construction or operation of this permitted source which are submitted to the Department may be used by the Department as evidence in any enforcement case involving the permitted source arising under the Florida Statutes or Department rules, except where such use is proscribed by sections 403.111 and 403.73, F.S. Such evidence shall only be used to the extent it is consistent with the Florida Rules of Civil Procedure and appropriate evidentiary rules. *[62-528.307(1)(i), F.A.C.]*
10. The permittee agrees to comply with changes in Department rules and Florida Statutes after a reasonable time for compliance; provided, however, the permittee does not waive any other rights granted by Florida Statutes or Department rules. *[62-528.307(1)(j), F.A.C.]*
11. This permit is transferable only upon Department approval in accordance with rules 62-4.120 and 62-528.350, F.A.C. The permittee shall be liable for any non-compliance of the permitted activity until the transfer is approved by the Department. *[62-528.307(1)(k), F.A.C.]*
12. This permit or a copy thereof shall be kept at the work site of the permitted activity. *[62-528.307(1)(l), F.A.C.]*
13. The permittee shall comply with the following:
- a. Upon request, the permittee shall furnish all records and plans required under Department rules. During enforcement actions, the retention period for all records shall be extended automatically unless the Department determines that the records are no longer required.
  - b. The permittee shall hold at the facility or other location designated by this permit records of all monitoring information (including calibration and maintenance records and all original strip chart recordings for continuous

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monitoring instrumentation) required by the permit, copies of all reports required by this permit, and records of all data used to complete the application for this permit. These materials shall be retained at least three years from the date of the sample, measurement, report, or application unless otherwise specified by Department rule.

- c. Records of monitoring information shall include:
  - 1) the date, exact place, and time of sampling or measurements;
  - 2) the person responsible for performing the sampling or measurements;
  - 3) the dates analyses were performed;
  - 4) the person responsible for performing the analyses;
  - 5) the analytical techniques or methods used;
  - 6) the results of such analyses.
- d. The permittee shall furnish to the Department, within the time requested in writing, any information which the Department requests to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to determine compliance with this permit.
- e. If the permittee becomes aware that relevant facts were not submitted or were incorrect in the permit application or in any report to the Department, such facts or information shall be corrected promptly.

*[62-528.307(1)(m), F.A.C.]*

14. All applications, reports, or information required by the Department shall be certified as being true, accurate, and complete. *[62-528.307(1)(n), F.A.C.]*

15. Reports of compliance or noncompliance with, or any progress reports on, requirements contained in any compliance schedule of this permit shall be submitted no later than 14 days following each scheduled date.

*[62-528.307(1)(o), F.A.C.]*

16. Any permit noncompliance constitutes a violation of the Safe Drinking Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal application.

*[62-528.307(1)(p), F.A.C.]*

17. It shall not be a defense for a permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit. *[62-528.307(1)(q), F.A.C.]*

18. The permittee shall take all reasonable steps to minimize or correct any adverse impact on the environment resulting from noncompliance with this permit.

*[62-528.307(1)(r), F.A.C.]*

19. This permit may be modified, revoked and reissued, or terminated for cause, as provided in 40 C.F.R. sections 144.39(a), 144.40(a), and 144.41 (1998). The filing of a request by the permittee for a permit modification, revocation or reissuance, or termination, or a notification of planned changes or anticipated noncompliance, does not stay any permit condition. *[62-528.307(1)(s), F.A.C.]*

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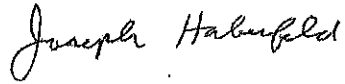
20. The permittee shall retain all records of all monitoring information concerning the nature and composition of injected fluid until five years after completion of any plugging and abandonment procedures specified under rule 62-528.435, F.A.C. The permittee shall deliver the records to the Department office that issued the permit at the conclusion of the retention period unless the permittee elects to continue retention of the records. *[62-528.307(1)(t), F.A.C.]*
21. All reports and other submittals required to comply with this permit shall be signed by a person authorized under rules 62-528.340(1) or (2), F.A.C. All reports shall contain the certification required in rule 62-528.340(4), F.A.C. *[62-528.307(1)(u), F.A.C.]*
22. The permittee shall notify the Department as soon as possible of any planned physical alterations or additions to the permitted facility. In addition, prior approval is required for activities described in rule 62-528.410(1)(h). *[62-528.307(1)(v), F.A.C.]*
23. The permittee shall give advance notice to the Department of any planned changes in the permitted facility or injection activity which may result in noncompliance with permit requirements. *[62-528.307(1)(w), F.A.C.]*
24. The permittee shall report any noncompliance which may endanger health or the environment including:
  - a. Any monitoring or other information which indicates that any contaminant may cause an endangerment to an underground source of drinking water; or
  - b. Any noncompliance with a permit condition or malfunction of the injection system which may cause fluid migration into or between underground sources of drinking water.Any information shall be provided orally within 24 hours from the time the permittee becomes aware of the circumstances. A written submission shall also be provided within 5 days of the time the permittee becomes aware of the circumstances. The written submission shall contain a description of the noncompliance and its cause, the period of noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance. *[62-528.307(1)(x), F.A.C.]*

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Issued this 30<sup>th</sup> day of January 2019

STATE OF FLORIDA DEPARTMENT  
OF ENVIRONMENTAL PROTECTION



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Joseph Haberfeld, P.G.  
Aquifer Protection Program  
Division of Water Resource Management

# FDEP Underground Injection Control Program Sample Form

## (Cores/Cuttings/Formation Water)

**Contact:** David Paul, P.G.  
 Geological Sample Acquisition & Management Section  
 Florida Geological Survey  
 Florida Department of Environmental Protection  
 3915 Commonwealth Blvd  
 Tallahassee, FL 32399  
 Office: (850) 245-3131  
 Fax: (850) 245-3136  
[David.Paul@dep.state.fl.us](mailto:David.Paul@dep.state.fl.us)

Well Name:	
Well Type (circle one)    Class I    Class V    Exploratory    Monitoring	
Date Collected:	Date sent to FGS:
Sample type (circle one)    Core    Cuttings    Formation Water	
Preservative used — if formation water sample — (circle one) Nitric           n/a           Other (describe)	
Datum and elevation:	Sample Interval:
Elevation method (circle one) Survey    USGS Quadrangle    Other (describe)	
Sample Interval Drilling Method (circle one) Reverse Air    Mud Rotary    Sonic/Acoustic    Other (describe)	
Well Coordinates    °    '    " N /    °    '    " W	
Method (circle one)    AGPS (hand held)    DGPS (GPS survey)    Map Derived	
FDEP Permit Number:	
Facility Name:	
Permittee (owner):	
Facility Address:	
Drilling Company:	Lead Driller:
Project Geologist:	Consulting Company:

# DEP Form FD 9000-24: GROUNDWATER SAMPLING LOG

SITE NAME:		SITE LOCATION:	
WELL NO:	SAMPLE ID:		DATE:

## PURGING DATA

[illegible]

## SAMPLING DATA

SAMPLED BY (PRINT) / AFFILIATION:				SAMPLER(S) SIGNATURE(S):			SAMPLING INITIATED AT:	SAMPLING ENDED AT:	
PUMP OR TUBING DEPTH IN WELL (feet):				TUBING MATERIAL CODE:		FIELD-FILTERED: Y N Filtration Equipment Type:	FILTER SIZE: _____ µm		
FIELD DECONTAMINATION: PUMP Y N TUBING Y N (replaced)						DUPLICATE: Y N			
SAMPLE CONTAINER SPECIFICATION				SAMPLE PRESERVATION (including wet ice)			INTENDED ANALYSIS AND/OR METHOD	SAMPLING EQUIPMENT CODE	SAMPLE PUMP FLOW RATE (mL per minute)
SAMPLE ID CODE	# CONTAINERS	MATERIAL CODE	VOLUME	PRESERVATIVE USED	TOTAL VOL ADDED IN FIELD (mL)	FINAL pH			
REMARKS:									
<b>MATERIAL CODES:</b> AG = Amber Glass; CG = Clear Glass; HDPE = High Density Polyethylene; LDPE = Low Density Polyethylene; PP = Polypropylene; S = Silicone; T = Teflon; O = Other (Specify)									
<b>SAMPLING EQUIPMENT CODES:</b> APP = After (Through) Peristaltic Pump; B = Bailor; BP = Bladder Pump; ESP = Electric Submersible Pump; RFPP = Reverse Flow Peristaltic Pump; SM = Straw Method (Tubing Gravity Drain); O = Other (Specify)									

**NOTES: 1. The above do not constitute all of the information required by Chapter 62-160, F.A.C.**

2. STABILIZATION CRITERIA FOR RANGE OF VARIATION OF LAST THREE CONSECUTIVE READINGS (SEE FS 2212, SECTION 3)

**pH:**  $\pm 0.2$  units **Temperature:**  $\pm 0.2$  °C **Specific Conductance:**  $\pm 5\%$  **Dissolved Oxygen:** all readings  $\leq 20\%$  saturation (see Table FS 2200-2); optionally,  $\pm 0.2$  mg/L or  $\pm 10\%$  (whichever is greater) **Turbidity:** all readings  $\leq 20$  NTU; optionally  $\pm 5$  NTU or  $\pm 10\%$  (whichever is greater)



# **CITY OF HOLLYWOOD, FLORIDA**

## **PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT**

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
FOR  
INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION**

**AT**

**CITY OF HOLLYWOOD  
DEPARTMENT OF PUBLIC UTILITIES**

**PROJECT NO. 19-9119A**

**OCTOBER 2019**

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## **PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT**

**BETWEEN THE CITY OF HOLLYWOOD, FLORIDA  
AND  
CONSULTANT  
FOR  
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES  
INJECTION WELLS NO. 3 AND NO. 4 PUMP STATION**

**THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and \_\_\_\_\_, a \_\_\_\_\_ authorized to do business in the State of Florida ("Consultant").**

### **WITNESSETH:**

WHEREAS, the City has selected the Consultant in accordance with Section 287.055, Florida Statutes ("Consultants' Competitive Negotiation Act"), and Resolution No. \_\_\_\_\_ to provide Professional Construction Management Services as directed by the Director of the Department of Public Utilities, for such project and/or tasks as may be required by the City, with the terms and conditions of the Request for Statement of Qualifications (RFQ) used in the selection and being a part of this agreement.

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

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## SCOPE OF WORK

The Consultant shall furnish professional Design and Construction Administration Services for the Southern Regional Wastewater Treatment Plant Injection Wells No. 3 and No. 4 Pump Station Project, upon issuance of Consultant's Authorization to Proceed, therefore by the City.

The City may issue Consultant Authorizations to Proceed to encompass entire Basic Services (as defined in Section 2.01) for a project, a portion of Basic Services, or for discretionary tasks as specified in Sections 2.02 (Additional Services) or 2.03 (Reimbursables).

It is understood that Consultant Authorizations to Proceed may be issued under this Agreement at the sole discretion of the City and that the Consultant has no right to or privilege to receive a Consultant Authorizations to Proceed for any particular project or task. The City reserves at all times the right to perform any and all services in-house, or with other private professional engineering consultant engineers as provided by Section 287.055, Florida Statutes, (Consultants' Competitive Negotiation Act) or as otherwise provided by law.

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

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

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

1. Lump Sum as set forth in subsection 5.01A.
2. Hourly Rate, as defined and at the rates set forth in subsection 5.01B and in the attached Exhibit "A".

The contract is for duration of the construction phase of the project, estimated at this time to be a term of three years with the option to renew for two additional one year periods.

The City will confer with the Consultant before any Consultant's Authorization to Proceed is issued to discuss the Scope of Work, the time to complete the work and the fee for services rendered in connection with the Work, provided that, where no agreement is reached as to the fee for a particular Authorization to Proceed, payment will be made in accordance with either subsection 5.01A or subsection 5.01B.

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

ARTICLE 1  
DEFINITIONS

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

ARTICLE 2  
CONSULTANT SERVICES AND RESPONSIBILITIES

2.01 BASIC SERVICES:

The Consultant agrees to provide complete Design and Construction Administration services enumerated hereinafter and in accordance with the Florida Building Code, Hollywood Code of Ordinances, Florida Department of Transportation regulations and Broward County requirements. Services normally required for a project of a specific type, unless modified by a specific Authorization to Proceed, hereinafter collectively called "Basic Services", as follows:

On projects for which the City has contracted with a Construction Manager, the Consultant shall work in conjunction with the CM to establish goals per contract requirements, noting that the CM shall provide and update the payment application and construction schedule as required.

2.01A Phase I – Design and Bid Documents Development:

- 1) The Consultant shall prepare and present, for approval by the City, up to three options in a Preliminary Design Report. The Preliminary Design Report shall include but not limited to hydraulic analysis, layout of the pump station, piping, backup power generator system, electrical and instrumentation design criteria, cost estimates, effluent disposal operation strategy addressing operation of new Injection Wells No. 3 and No. 4 Pump Station, existing Deep Injection Well Pump Station No.1, existing ocean outfall Effluent Pump Station and existing ocean outfall Diesel Engine Pump Station, etc.
- 2) The Consultant shall coordinate with permitting agencies during the design.
- 3) Based on the approved Preliminary Design Report, the Consultant shall develop 90% bid documents submittal, in accordance with City's format, for City's review. The Consultant is responsible for full compliance of the design and the Construction Documents with all applicable codes. The Specifications shall be prepared using FDOT Standard Specifications, CSI Standards, including the 16-Division and 3-part Section format developed and recommended by the Construction Specifications Institute or other industry acceptable specification format as approved by the City.
- 4) The Consultant shall make all required changes or additions and resolve all questions / comments from the City on the final Bid Documents for advertisement. A final, updated Statement of Probable Construction Cost shall be submitted with final Bid Documents.
- 5) The Consultant shall assist the City in filing the required documents for approval by governmental authorities having jurisdiction over the Project and in obtaining

certifications of "permit approval" by reviewing authorities prior to printing of the Bid Documents. The Consultant shall make the original documents or reproducible copies thereof available to the City for reproduction of additional copies as may be required for bidding, permitting application and/or construction purposes. Facilitating a Public Workshop or a City Commission workshop may also be required.

- 6) The City will advertise the Bid Documents. The Consultant shall attend pre-bid meeting, prepare addenda for the City. After the bid opening, the Consultant shall evaluate bids and prepare bid recommendation letter.

#### 2.01B Phase II – Administration of the Construction Contract:

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

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

- 4) The Consultant shall furnish the City with a written report of all observations of the work made by the Consultant and the Subconsultant(s) during each visit to the Project. The Consultant shall also note the general status and progress of the work and submit it in a timely manner. The Consultant and the Subconsultant(s) shall ascertain that the Contractor is making timely, accurate, and complete notations on the "as-built" drawings.

- 5) Based on observations at the site and consultation with the Project Manager, the Consultant shall determine the amount due the Contractor on account and shall recommend approval of such amount. This recommendation shall constitute a representation by the Consultant to the City that, to the best of the Consultant's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents subject to:
- a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion.
  - b. The results of any subsequent tests required by the Contract Documents.
  - c. Minor deviations from the Contract Documents correctable prior to completion.
  - d. Any specific qualifications stated in the Payment Certificate and further that the Contractor is entitled to payment in the amount agreed upon at the requisition site meeting.

By recommending approval of a Payment Certificate, the Consultant shall not be deemed to represent that the Consultant has made any examination to ascertain how and for what purpose the Contractor has used the money paid on account of the Construction Contract Sum.

- 6) The Consultant shall be an interpreter of the requirements of the Contract Documents and the judge of the performance thereunder. The Consultant shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the City or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the City and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents.
- 7) Interpretations and decisions of the Consultant shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in written or graphic form. In the capacity of interpreter, the Consultant shall endeavor to secure faithful performance by both the City and the Contractor, and shall not show partiality to either.
- 8) The Consultant shall have authority to recommend rejection of work which does not conform to the Contract Documents. Whenever, in the Consultant's reasonable opinion, it is necessary or advisable to insure compliance with the Contract Documents, the Consultant will have authority to recommend special inspection or testing of any work deemed to be not in accordance with the Contract, whether or not such work has been fabricated and delivered to the Project, or

installed and completed. The Consultant shall provide such normal mechanical, electrical, structural, landscape or other related inspection expertise as necessary to determine compliance with the Construction Contract.

- 9) The Consultant shall promptly review and approve shop drawings, samples, and other submissions of the Contractor for conformance with the design concept of the Project and for compliance with the Contract Documents. Changes or substitutions to the Contract Documents shall not be authorized without concurrence of the Project Manager.
- 10) The Consultant shall initiate Change Orders for the City's approval as required by the Consultant's observations, or requested by the City; and review and recommend action on proposed Change Orders within the scope of the Project initiated by others.
- 11) The Consultant shall examine the Work upon receipt of the Contractor's Request for Substantial Completion Inspection of the Project and shall recommend execution of a Certificate of Acceptance for Substantial Completion after first ascertaining that the Project is substantially completed in accordance with the contract requirements. A punch list of any defects and discrepancies in the Work required to be corrected by the Contractor shall be prepared by the Consultant and the Subconsultant(s) in conjunction with representatives of the City, and satisfactory performance obtained thereon before the Consultant recommends execution of a Certificate of Final Acceptance and final payment to the Contractor. The Consultant shall obtain from the Contractor all guarantees, operating and maintenance manuals for equipment, releases of claims and such other documents and certificates as may be required by applicable codes, laws, and the specifications, and deliver them to the City.
- 12) The Consultant shall provide assistance in obtaining the Contractor's compliance with the Contract Documents relative to: 1) initial instruction of CITY's personnel in the operation and maintenance of any equipment or system; 2) initial start-up and testing, adjusting and balancing of equipment and systems; and 3) final clean-up of the Project.
- 13) The Consultant shall furnish to the City, the original drawings, revised to "as-built" conditions based on information furnished by the Contractor; such drawings shall become the property of the City.

## 2.02 ADDITIONAL SERVICES:

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

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

## 2.03 REIMBURSABLES:

2.03A Reimbursables are those items authorized by the City in addition to the Basic and Additional Services and consist of actual expenditures made by the Consultant and

the Consultants' employees, Subconsultants, and Special Subconsultants in the interest of the Work for the following purposes:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically pre-authorized in writing by the Project Manager. Such pre-authorization will be subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses within the Miami-Dade/Broward/Palm Beach County area are not reimbursable.
- b) Identifiable per diem, meals and lodging, taxi fares and miscellaneous travel-connected expenses for CONSULTANT's personnel subject to the limitations of Section 112.061 Florida Statutes. Meals for class C travel inside Broward County will not be reimbursed. Meals and lodging expenses will not be reimbursed for temporarily relocating CONSULTANT's employees from one of CONSULTANT's offices to another office, if the employee is relocated for more than ten (10) consecutive working days. Lodging will be reimbursed only for room rates equivalent to Holiday Inn, Howard Johnson or Ramada Inn. Governmental lodging will not be reimbursed within Miami-Dade, Broward or Palm Beach County.
- c) Identifiable communication expenses approved by the Project Manager, long distance telephone, courier and express mail between the CONSULTANT's various permanent offices. The CONSULTANT's field office at the Project site is not considered a permanent office.
- d) Cost of printing, reproduction or photography, which is required by or for the CONSULTANT to deliver services, set forth in this Agreement.
- e) Identifiable testing costs approved by Project Manager.
- f) All Permit fees paid to regulatory agencies for approvals directly attributable to the Project. These permit fees do not include those permits required for the construction contractor.
- g) Reimbursable subconsultant expenses are limited to the items described above when the subconsultant agreement provides for reimbursable expenses and when such agreement has been previously approved in writing by the City and subject to all budgetary limitations and requirements of Section 2.03 herein.

ARTICLE 3  
SUBCONSULTANTS

3.01 DEFINITIONS:

- 3.01A A Subconsultant is a person or organization of properly registered professional architects and/or engineers, who has entered into a written agreement with the Consultant to furnish professional services for a project or task, described under Basic Services in Article 2, subsection 2.01 herein.
- 3.01B A Special Subconsultant is a person or organization who has entered into a written agreement with the Consultant to furnish professional services for a project or task described under Additional Services.

3.02 SUBCONSULTANTS' RELATIONS:

- 3.02A All services provided by the Subconsultants shall be pursuant to appropriate written agreements between the Consultant and the Subconsultants, which shall contain provisions that preserve and protect the rights of the City and the Consultant under this Agreement.
- 3.02B Nothing contained in this Agreement shall create any contractual or business relationship between the City and the Subconsultants. The Consultant acknowledges that Subconsultants are under his direction, control, supervision, retention and/or discharge.
- 3.02C The Consultant proposes to utilize the following Subconsultants:

NAME OF FIRM

CONSULTING SERVICE

_____	_____
_____	_____
_____	_____

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

ARTICLE 4  
THE CITY'S RESPONSIBILITIES

4.01 INFORMATION FURNISHED:

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

- 4.01A Complete and accurate surveys of sites, giving boundary dimensions, locations of existing structures and/or trees, the grades and lines of street, pavement, and adjoining properties; the rights, restrictions, easements, boundaries, and topographic data of a building site, and such information as it is relative to storm water, communications, sewer, water, gas and electrical services.
- 4.01B Soil borings or test pits, or other tests when deemed necessary; also, if required, an appropriate professional interpretation thereof and recommendations. The Consultant shall recommend necessary tests to the City.
- 4.01C Information regarding Project Budget, City and State procedures, guidelines, forms, formats, and assistance required to establish a program pursuant to Article 2, subsection 2.01A.
- 4.01D Drawings representing as-built conditions at the time of original construction will be furnished to the Consultant; however, they are not warranted to represent conditions as of this date. The Consultant must perform field investigations as necessary in accordance with Article 2, subsection 2.02A(5) to obtain sufficient information to perform his services. Investigative services in excess of "Normal Requirements", as defined, must be authorized in advance.
- 4.01E The services, information, surveys and reports required by subsections 4.01A through 4.01C, inclusive, shall be furnished at the City's expense, and the Consultant shall be entitled to rely upon the accuracy and completeness thereof, provided the Consultant reviews all of the information provided by the City (such as surveys & soil borings) to determine if additional information and/or testing is required to properly design the project.
- 4.01F The City shall furnish the above information or authorize the Consultant to provide it as expeditiously as possible for the orderly progress of a project development.

4.02 PROJECT MANAGEMENT:

- 4.02A The Director of the Department of Public Utilities shall act on behalf of the City in all matters pertaining to this Agreement. The Director of the Public Utilities shall approve all invoices for payment to the Consultant.

4.02B The Department of Public Utilities shall act as liaison between the Consultant and City. The Director of the Department of Public Utilities shall designate a Project Manager from the Department of Public Utilities staff to have general responsibility for management of a project or task through all phases. The Project Manager shall meet with the Consultant at periodic intervals throughout the preparation of the Contract Documents to assess the progress of the Work in accordance with approved schedules. The Project Manager shall also examine documents submitted by the Consultant, including invoices, and shall promptly render decisions and/or recommendations pertaining thereto, to avoid unreasonable delay in the progress of the Consultant's work.

4.02C During the construction phase, the Consultant and the Department of Public Utilities staff shall assume the responsibilities described in the General Conditions and Supplementary Conditions of the Construction Contract.

4.02D If the City observes or otherwise becomes aware of any fault or defective work in a project or other nonconformance with the Contract Documents, during the construction phases, the City shall give prompt notice thereof to the Consultant.

#### 4.03 LEGAL SERVICES, ETC.:

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

ARTICLE 5  
BASIS OF COMPENSATION

5.01 PROFESSIONAL SERVICE FEES:

The City agrees to pay the Consultant, and the Consultant agrees to accept for services rendered pursuant to this Agreement, fees computed by one or a combination of the methods outlined under subsections 5.01A1 and 5.01B below as applicable.

5.01A Lump Sum:

- 1) The fee for a task or project may, at the option of the City, be a Fixed Sum as mutually agreed upon in writing by the City and the Consultant and stated in an Authorization to Proceed.
- 2) If a Fixed Sum is agreed upon as the "Basic Fee" for a project, payments to the Consultant on account of the fee shall be made the Phase of the Work as indicated under the Scope of Services Proposal, but not to exceed those percentages listed in Article 5, subsection 6.01.

It is understood that with Lump Sum Compensation, the Consultant shall perform all services for total compensation in the amount stated above. The City shall have no obligation or liability to pay any fee, expenditure, charge or cost beyond the Lump Sum Compensation amount stipulated.

5.01B Hourly Rate:

- 1) The fee shall be based upon the hourly rate as set forth in the attached Exhibit "A".
- 2) The following Principals may be employed on a project:


- 3) Personnel directly engaged on a 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 a project during all phases thereof.

- 4) Any authorized reimbursable services fee shall not include charges for office rent or overhead expenses of any kind, including local telephone and utility charges, office and drafting supplies, depreciation of equipment, professional dues, subscriptions, etc., reproduction of drawings and specifications, mailing, stenographic, clerical, or other employees time or travel and subsistence not directly related to a project. For all reimbursable services the Consultant will apply the multiplier of one- (1.0) times the amount expended by the Consultant. City authorized reproductions in excess of sets required at each phase of the work will be a Reimbursable Service.
- 5) Should overtime work be necessary, and authorized in advance by the City, the compensation for such work shall be approved by the City and stated in an Authorization to Proceed.
- 6) It is understood with an hourly rate fee that the fees will not exceed the hourly salary rate shown on "Exhibit A" and all services shall be performed on that basis.

#### 5.01C Fee for Additive Alternates:

The design of additive alternates authorized by the City will be considered a Basic Service and the fees for these alternates will be calculated by one of the three methods outlined above, as mutually agreed/approved by the City.

#### 5.02 ADDITIONAL SERVICE/REIMBURSABLES FEE:

The Consultant may be authorized to perform Additional/Reimbursable Services as described in Article 2, subsections 2.02 and 2.03. The fee for such services will be computed by one of the following methods:

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

An independent and detailed Authorization to Proceed shall be required to be issued for each additional service requested by the City. The Authorization to Proceed will specify the fee for such service and upper limit of the fee, which shall not be exceeded, and shall comply with the City of Hollywood Purchasing Ordinance and other applicable laws.

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

- 5.03 Regardless of the method of compensation elected herein, this agreement and/or "Exhibit A" as applicable, shall include all salary costs which include without limitation: A fringe benefit (e.g. sick leave, vacation, holiday, unemployment taxes,

retirement, medical, insurance and unemployment benefits) factor and an overhead factor. At its discretion, the City may request a breakdown of overhead and fringe benefit factors, certified by Florida Certified Public Accountant. Subconsultant salary costs and Reimbursables shall be billed to the City in the actual amount paid by Consultant.

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

ARTICLE 6  
PAYMENTS TO THE CONSULTANT

**6.01 PAYMENT FOR BASIC SERVICES:**

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

Partial payments, corresponding to the percentage of completion of the project, may be made according to the amount paid on account of the Construction Contract. If the Construction Contract Time is extended through no fault of the Consultant, the Consultant shall be compensated for any required professional services and for expenses not otherwise compensated for in connection with such time extensions, in accordance with Article 5 subsection 5.01B and "Exhibit A", and as set forth in an approved Authorization to Proceed.

**6.02 PAYMENT FOR ADDITIONAL/REIMBURSABLE SERVICES:**

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

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

**6.03 DEDUCTIONS:**

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

**6.04 PROJECT SUSPENSION:**

If a project is suspended for the convenience of the City for more than three months or terminated without any cause in whole or in part, during any Phase, the Consultant shall be paid for services authorized by an Authorization to Proceed which were performed prior to such suspension or termination, together with the cost of authorized reimbursable services and expenses then due and all appropriate and applicable terminal expenses resulting from such suspension or termination. If the Project is resumed after having been suspended for more than

three months, the Consultant's further compensation shall be subject to renegotiations.

ARTICLE 7  
REUSE OF PLANS AND SPECIFICATIONS

7.01 SCOPE OF SERVICES:

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

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

ARTICLE 8  
GENERAL PROVISIONS

8.01 INDEMNIFICATION:

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

8.02 INSURANCE:

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

The Consultant will not be permitted to commence work governed by this contract (including pre-staging of personnel and material) until satisfactory evidence of the

required insurance has been furnished to the City as specified below. Delays in the commencement of work, resulting from the failure of the Consultant to provide satisfactory evidence of the required insurance, shall not extend deadlines specified in this contract and any penalties and failure to perform assessments shall be imposed as if the work commenced on the specified date and time, except for the Consultant's failure to provide satisfactory evidence.

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

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

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

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

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

Any sub-consultant shall supply such similar insurance required of the Consultant. Such certificates shall name the City as additional insured on the general liability and auto liability policies.

#### 8.02A Insurance Limits of Liability:

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

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

##### 1. Comprehensive General Liability:

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

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

The minimum limits acceptable shall be:

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

##### 2. Comprehensive Automobile Liability:

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

Owned, Non-Owned, and Hired Vehicles

The minimum limits acceptable shall be:

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

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

\$ 500,000.00 per Person  
\$ 1,000,000.00 per Occurrence  
\$ 100,000.00 Property Damage

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

3. Worker's Compensation Insurance:

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

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

\$ 500,000.00 Bodily Injury by Accident  
\$ 500,000.00 Bodily Injury by Disease, policy limits  
\$ 500,000.00 Bodily Injury by Disease, each employee

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

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

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

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

4. Professional Liability Insurance:

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

The minimum limits of liability shall be:

\$ 1,000,000.00 per Occurrence / \$ 2,000,000.00 Aggregate

8.03 PERFORMANCE:

8.03A Performance and Delegation:

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

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

8.03B Time for Performance:

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

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

#### 8.04 TERMINATION OF AGREEMENT:

##### 8.04A Right to Terminate:

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

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

##### 8.04B Prohibition Against Contingent Fees:

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the consultant, to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement.

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

ARTICLE 9  
MISCELLANEOUS

9.0 MISCELLANEOUS:

9.01 CONSULTANT'S ACCOUNT RECORDS:

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

9.02 OWNERSHIP OF DOCUMENTS:

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

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

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

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

9.03 MAINTENANCE OF RECORDS:

Consultant will keep adequate records and supporting documentation, which concern or reflect its services hereunder. The records and documentation will be retained by CONSULTANT for a minimum of five years from the date of termination of this Agreement or the date the Project is completed, whichever is later. City, or

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

#### 9.04 EXTENT OF AGREEMENT:

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

#### 9.05 SUCCESSORS AND ASSIGNS:

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

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

#### 9.06 TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultant's Competitive Negotiation Act, for any Authorization to Proceed for a project to be compensated under the Lump Sum method the Consultant shall certify that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of said Authorization to Proceed. The original Project price and any addition thereto will be adjusted to exclude any significant sums by which the City determines the project price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such price adjustments will be made within 1 year following the end of the Project.

#### 9.07 APPLICABLE LAW AND VENUE OF LITIGATION:

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

in actions arising out of CONSULTANT's duties to indemnify the CITY pursuant to Article 8, subsection 8.01 where CONSULTANT shall pay the CITY's reasonable attorney's fees.

9.08 CONSULTANT'S STAFF:

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

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

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

9.09 NOTICES:

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

FOR CITY:

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

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

FOR CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### 9.10 INTERPRETATION:

The language of this Agreement has been agreed to by both parties to express their mutual intent and no rule of strict construction shall be applied against either party hereto. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 9.11 JOINT PREPARATION:

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

#### 9.12 PRIORITY OF PROVISIONS:

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

#### 9.13 MEDIATION; WAIVER OF JURY TRIAL:

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

9.14 TIME:

Time is of the essence in this agreement.

9.15 COMPLIANCE WITH LAWS:

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

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,

(SEAL)  
FLORIDA

ATTEST

By \_\_\_\_\_  
Josh Levy, Mayor

\_\_\_\_\_  
Patricia A. Cerny, MMC, City Clerk

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

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

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

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

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

\_\_\_\_\_  
Secretary

By \_\_\_\_\_

(Corporate Seal)

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

WHEN THE CONSULTANT IS AN INDIVIDUAL OR PARTNERSHIP

ATTEST

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

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

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

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

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

WHEN THE CONSULTANT IS A JOINT VENTURE

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

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

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

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

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

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

ATTEST

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness