CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES

PROJECT NO. 10-5106/18-7098

This page intentionally left blank

PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
CONSULTANT
FOR
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
HOLLYWOOD BEACH UTILITY IMPROVEMENTS

THIS AGREEMENT is made this _____day of _____, 2021, by and between the City of Hollywood, a municipal corporation of the State of Florida ("City") and Tetra Tech, Inc., a corporation authorized to do business in the State of Florida ("Consultant").

WITNESSETH:

WHEREAS, on March 19, 2020, the City advertised for Statement of Qualifications in accordance with Section 287.055, Florida Statutes, ("Consultants' Competitive Negotiation Act") seeking a firm to provide Professional Engineering Services for Design And Construction Administration Services For Hollywood Beach Utility Improvements; and

WHEREAS, on November 4, 2020, the City Commission passed and adopted Resolution No. R-2020-293 ranked the firms to provide professional engineering services related to Professional Engineering Services for Design And Construction Administration Services For Hollywood Beach Utility Improvements, authorized the appropriate City officials to negotiate an agreement with Consultant for consideration by the City Commission at a later date; and

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

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

TABLE OF CONTENTS

ARTICLE PAGE

SCOPE OF WORK…….…….1

1. DEFINITIONS…….……..3

1.01 Additional Services
1.02 Basic Services
1.03 City
1.04 City Manager
1.05 Consultant
1.06 Consultant's Authorization to Proceed
1.07 Contractor or Construction Manager (CM)
1.08 Director
1.09 Inspector
1.10 Project
1.11 Project Manager

2. CONSULTANT SERVICES AND RESPONSIBILITIES……4

2.01 Basic Services
2.02 Additional Services
2.03 Reimbursables

3. SUBCONSULTANTS……..7
3.01 Definitions
3.02 Subconsultant's Relations

4. THE CITY'S RESPONSIBILITIES……...……..8

4.01 Information Furnished
4.02 Project Management
4.03 Legal Services, Etc.

5. BASIS OF COMPENSATION……10

5.01 Professional Service Fee
5.02 Additional Service/Reimbursables Fee

6. PAYMENTS TO THE CONSULTANT……..13

6.01 Payment for Basic Services
6.03 Payment for Additional/Reimbursables Services
6.03 Deductions
6.04 Project Suspension

ARTICLE PAGE

7. REUSE OF PLANS AND SPECIFICATIONS……..……..15

7.01 Scope of Services

8. GENERAL PROVISIONS…….……16

8.01 Indemnification
8.02 Insurance
8.03 Performance
8.04 Termination of Agreement

9. MISCELLANEOUS……..…….……22

9.01 Consultant's Account Records
9.02 Ownership of Documents
9.03 Maintenance of Records
9.04 Extent of Agreement
9.05 Successors and Assigns
9.06 Truth-in-Negotiation Certificate
9.07 No-Contingent Fees
9.08 Applicable Law and Venue of Litigation
9.09 Consultant's Staff
9.10 Notices
9.11 Interpretation
9.12 Joint Preparation
9.13 Priority of Provisions
9.14 Mediation; Waiver of Jury Trial
9.15 Time
9.16 Compliance with Laws
9.17 Public Records Law

EXHIBIT "A" Request for Qualifications No. 10-5106/18-7098 Documents
EXHIBIT "B" Consultant's Proposal
EXHIBIT "C" Rate Schedule
EXHIBIT "D" Certificates of Insurance

SCOPE OF WORK

The Consultant shall furnish professional Design and Construction Administration Services for the Hollywood Beach Utility Improvement Project, upon issuance of Consultant's Authorization to Proceed, therefore by the City. All services shall be furnished in accordance with the advertised Statement of Qualifications for Project No. 20-1336 attached as Exhibit "A", and the Consultant's Proposal, attached as Exhibit "B". The time for the performance of such services is set forth in Article 8, section 8.03B of this Agreement.

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 "C".

The contract is for duration 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 Tetra Tech, Inc.

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 Engineering Services relating to the Design and Construction Administration Services for the Hollywood Beach Utility Improvement Project as outline in Exhibit "A" and as set forth in Exhibit "B".

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 Design and Construction Administration services enumerated hereinafter and in accordance with the Florida Building Code, Hollywood Code of Ordinances, Florida Department of Transportation regulations, Florida Department of Environmental Protection, United States Army Corps of Engineers, Broward County and any other Agency that has jurisdiction over this work. 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:

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

1) Topographic survey.

2) Environmental survey.

3) Utilities verification.

4) Subsurface utility evaluation.

5) Geotechnical investigation.

6) Engineering Design.

7) Engineer’s estimate of construction cost.

8) Permitting.

9) Preparation of bidding documents and provide bidding assistance to the City.

10) Construction administration services, including full SRF compliance assistance.

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) 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.

2) 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).

3) 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.

4) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.

5) Any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted engineering practice related to design and 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
Gibbs Land Surveying	Surveying
Tierra of South Florida	Geotechnical Investigations/Engineering
Zephyr Engineering	Civil Engineering
Hillers Electrical Engineering	Electrical Engineering
T2 UES, Inc.	Utility Investigations

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 5.01A 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 “C”.

2) The following Principals may be employed on a project:

N/A	N/A
N/A	N/A
N/A	N/A

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 C" 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 "C".

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 C" 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 C", 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 <u>Insurance Limits of Liability:</u>

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-VII, 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.

Any sub-contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

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. Each Occurrence
b. Products and Completed Operations
c. Personal Injury Liability
d. Damages to Rented Premises
e. General Aggregate

The minimum limits acceptable shall be:

$ 1,000,000.00 Per Occurrence / $2,000,000 Aggregate

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

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-VII, 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

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.

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

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:

Services to be rendered by CONSULTANT shall commence subsequent to the issuance of a Notice to Proceed from the CITY for Phase 1 or any designated portion of the PROJECT and shall be performed within five years with the option to renew for one additional one-year period.

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 NO CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working

solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.08 APPLICABLE LAW AND VENUE OF LITIGATION:

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

9.09 CONSULTANT'S STAFF:

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

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

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

9.10 NOTICES:

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

FOR CITY:

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

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

FOR CONSULTANT:

Kenneth Caban, P.E.
Tetra Tech, Inc.
4601 Sheridan Street, Suite 212
Hollywood, Fl 33021

9.11 INTERPRETATION:

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

9.12 JOINT PREPARATION:

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

9.13 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to

herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given effect.

9.14 MEDIATION; WAIVER OF JURY TRIAL:

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

9.15 TIME:

Time is of the essence in this agreement.

9.16 COMPLIANCE WITH LAWS:

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

9.17 PUBLIC RECORDS LAW

The Consultant acknowledges that Chapter 119, Florida Statutes entitled “Public Records Law” is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and Consultant acknowledges its obligations to comply with said requirements with regard to public records and shall:

a) Keep and maintain public records required by the City to perform the services required under this Agreement;

b) Upon request from the City’s custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to he inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of this Agreement if the Consultant does not transfer the records to the City; and

d) Upon completion of this Agreement, Consultant shall transfer, at no cost, to the City, all public records in possession of the Consultant or keep or maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

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

THE CITY OF HOLLYWOOD, FLORIDA

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

(SEAL)
ATTEST

By: _____

Josh Levy, Mayor

_____

Patricia A. Cerny, MMC, City Clerk

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

Approved By:

_____

Douglas R. Gonzales, City Attorney

_____

Melissa Cruz,
Director of Financial Services

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

WHEN THE CONSULTANT IS A CORPORATION OR PROFESSIONAL ASSOCIATION

ATTEST

_____
Name of Corporation

_____ By_____
Secretary

(Corporate Seal)

_____
Consultant's Registration No.

PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

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: _____ By:_____
Signature Signature

_____ _____
Legal name and title Legal name and title

ATTEST

_____ _____
Witness Witness

_____ _____
Witness Witness

EXHIBIT “A”

CITY’S REQUEST FOR QUALIFICATIONS No. 10-5106/18-7098 DOCUMENTS

City Of Hollywood, Florida
Department of Public Utilities

REQUEST FOR STATEMENTS OF QUALIFICATIONS

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

PROJECT NO. 10-5106/18-7098

March 2020

TABLE OF CONTENTS
REQUEST FOR STATEMENTS OF QUALIFICATIONS

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
FOR
HOLLYWOOD BEACH UTILITY IMPROVEMENTS

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS 1
I. INTRODUCTION 3
II. SCOPE OF SERVICES 4
III. CLARIFICATIONS 4
IV. CONSULTANT SELECTIONS PROCESS 5
V. SELECTION CRITERIA 6
VI. SUBMITTALS 7
VII. ORAL PRESENTATION 8
VIII. ANTICIPATED SCHEDULE 10
IX. NON COLLUSION 10
X. ASSIGNMENT 11
XI. KEY PERSONNEL 11
XII. REPRESENTATIVE OF CITY AND CONSULTANT 11
XIII. RESPONSIBILITY FOR ACCURACY, ERRORS OR OMISSIONS 11
XIV. INSURANCE 12
XV. TRUTH IN NEGOTIATION CERTIFICATE 13
XVI. MAINTENANCE OF RECORDS 13
XVII. RIGHT TO REDUCE THE SCOPE OF WORK 13
XVIII. RIGHT TO TERMINATE 14
NOTICE TO ALL BIDDERS AND PROPOSERS 15

NOTICE OF REQUEST FOR STATEMENTS OF QUALIFICATIONS

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

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 **Thursday, May 28, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **Thursday, May 28, 2020** at **2:30 PM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

A project introduction meeting by the Department of Public Utilities will be held on **Tuesday, April 28, 2020 at 9:00 AM**, at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, 1st Floor Conference Room, Hollywood, Florida, 33020.

Questions shall be submitted via email by no later than **Thursday, May 7, 2020**; Attention: Wilhelmina Montero, P.E. (wmontero@hollywoodfl.org). The telephone number for general information is (954) 921-3930.

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

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

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

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

Dated this 19th day of March 2020.

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

REQUEST FOR STATEMENT OF QUALIFICATIONS
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

I. INTRODUCTION:

The City of Hollywood, Florida (City) is issuing a "Request for Statement of Qualifications" from qualified engineering firms. 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 services for the design, permitting, bidding and construction administration for the different phases of the Hollywood Beach Utility Improvements project.

The Hollywood Beach Utility Improvements Project is part of the ongoing Citywide Watermain Replacement Program and includes the area along Sheridan Street from West Lake Drive and the Hollywood Beach, the area from Johnson Street to E. Dania Beach Boulevard, bounded by the Intracoastal and the ocean, and the crossing under the Intracoastal from Polk Street to N. Ocean Drive. To address utility improvements in an efficient, more cost-effective manner, and reduce disturbances to the area, improvements to existing sewer system including, Lift Station E-1, Lift Station E-9, related force main and gravity piping, are being included as part of this project.

The watermain improvements consist of replacing and upsizing existing watermains along local City streets, FDOT, Broward County, and Army Corp of Engineers rights-of-way. The existing watermains will be replaced with new PVC or DIP or HDPE watermains, isolation valves, fire hydrants, and water services. The watermain along Sheridan Street will be designed to be installed utilizing horizontal directional drilling to cross the Intracoastal Waterway, along Sheridan Street right-of-way, and into Broward County's Hollywood Beach Park.

The existing watermain under the E. Dania Beach Boulevard Bridge will be replaced and will be designed to be installed utilizing horizontal directional drilling. Additionally, the existing watermain that crosses the Intracoastal Waterway at Polk Street into N. Ocean Drive will be replaced utilizing horizontal directional drilling.

The sewer system improvements include the following tasks:

- Replacement of Lift Station E-9
- Upgrade/replacement of Lift Station E-1
- Upsizing approximately 8,000 lineal feet of force main
- Upsizing of gravity piping from Lift Station E-1 to downstream Lift Station E-2
- Modification of connection between Lift Station E-9 to Lift Station E-1

The City reserves the right to award all or portion of this list of tasks and other related improvements.

This project shall be designed as a two-phase project. Phase one includes water and sewer improvements in the area within E. Dania Beach Boulevard and Sheridan Street, including Intracoastal crossings at Sheridan Street and Polk Street. Phase two will consist of water and sewer improvements south of Sheridan Street through Johnson Street. Each phase will be designed, bid and constructed separately. Design, bid and construction of phase one will precede phase two.

II. SCOPE OF SERVICES:

The contract term will be for the duration of the different phases of the project for a period of five years with the option to extend for two additional two-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:

1. Topographic survey
2. Environmental survey
3. Utilities verification
4. Subsurface utility evaluation
5. Geotechnical investigation
6. Design, including Tech Memo, 90% design submitted and complete bid package design
7. Engineer's estimate of construction cost
8. Permitting
9. Preparation of bidding documents and provide bidding assistance to the City.
10. Construction administration services, including SFR compliance assistance

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 Project Manager, Wilhelmina Montero, P.E. at wmontero@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 subconsultant 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 watermains, sewer lift stations, force mains and gravity piping. 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 request for information and shop drawing/Submittal approvals
- Experience managing State Revolving Fund and American Iron and Steel compliance documentation.

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. 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 Project Site and Local Conditions (20 Points)** – Demonstrate knowledge of the project area characteristics as well as Federal and State Regulations, County, and City requirements, codes, and ordinances that apply to this project.

2. **Proposed Project Staff Functions (20 Points)** - Indicate the organization of the design 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 site survey through construction administration phases of similar sewer infrastructure 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 deliver a successful outcome in this specific project setting. Include details that will be analyzed and incorporated into the overall design. Explain how you will ensure that the project will be designed to include all the aspects the City desires. Describe how you have used innovative design concepts on other similar projects.

5. **Cost Control and Value Engineering (20 Points)** - Demonstrate knowledge and experience in the design of water and sewer infrastructure, 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 MAY 28, 2020 TO WARRANT CONSIDERATION BY THE SELECTION COMMITTEE.

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

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

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

VIII. ANTICIPATED SCHEDULE:

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

Advertise for Qualifications:	**March 19, 2020**
Submission Deadline, 2:00 PM:	**May 28, 2020**
Short list Notification for Oral Interviews:	**June 18, 2020**
Oral Interviews:	**July 10, 2020**
Commission Approval:	**September 2, 2020**

IX. NON COLLUSION/PROHIBITION AGAINST CONTINGENT FEES:

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

X. ASSIGNMENT:

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

XI. KEY PERSONNEL:

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

XII. REPRESENTATIVE OF CITY AND CONSULTANT:

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

XIII. RESPONSIBILITY FOR ACCURACY, ERRORS, OR OMISSIONS:

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

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

2. The Consultant shall pay all costs, attorney's fees, expenses, and liabilities incurred in the investigation and defense of any claim, demand, judgment, decree, or cause of action of any kind or nature which may arise out of any error, omission, or activity of the Consultant, its agents, servants, or employees.

3. The provisions of this Section shall survive the expiration or earlier termination of this Contract

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

XIV. INSURANCE:

1. The Consultant shall provide and maintain during the term of this Contract, the insurance coverage specified below. A certificate of insurance, as evidence of compliance, shall be delivered to the City of Hollywood prior to the execution of any Contract.

a) Comprehensive General Liability Insurance with a combined single limit for bodily liability and property damage liability of not less than $1,000,000 per occurrence. Coverage shall include contractual liability to cover the provisions for indemnification of the City and personal injury.

b) Automobile Liability including owned, non-owned and hired automobiles with a combined single limit for bodily injury liability and property damage liability not less than $1,000,000 per occurrence.

c) Worker's Compensation with Florida statutory requirements and Employers Liability with limits of not less than **$500,000.**

d) Professional Liability with limits not less than $1,000,000. If coverage is provided on a claim made basis, then coverage must be continued for the duration of this Contract and for four years thereafter, or in lieu of continuation, provide an "extended reporting clause" for four years.

2. The City of Hollywood shall be named additionally insured on all coverage except Worker's Compensation and Professional Liability.

3. The Certificate of Insurance shall state that the City of Hollywood will receive a minimum of 30 days' written notice prior to the effective date of any changes or cancellation of any insurance coverage required herein.

4. Should the insurance outlined above be canceled for any reason, the City shall have the right to purchase equivalent insurance and charge the cost of that insurance against any amount due the Consultant under the terms of this Contract, or find the Consultant in default and terminate this Contract.

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

V. TRUTH-IN-NEGOTIATION CERTIFICATE:

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

XVI. MAINTENANCE OF RECORDS:

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

XVII. RIGHT TO REDUCE THE SCOPE OF WORK:

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

XVIII. RIGHT TO TERMINATE:

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

NOTICE TO ALL BIDDERS AND PROPOSERS

Cone of Silence

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

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

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

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

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

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

To view the Cone of Silence, Ordinance No. O-2007-05, go to the City of Hollywood's Official website at http://www.hollywoodfl.org

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

INSURANCE REQUIREMENTS

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

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

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

HOLD HARMLESS AND INDEMNITY CLAUSE:

_____

(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.

_____

(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 Suppler.

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.

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

Date: **April 27, 2020**

FOR: **REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)**
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

FILE NUMBER: **10-5106/18-7098**

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

This addendum is issued as part of the RFQ package for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated March 19, 2020. The respondent shall coordinate all modifications herein with all trades and disciplines related to the RFQ package. **The respondent shall acknowledge receipt of this addendum per Item No. 4 of the "Respondent Check List" included in this addendum**. Failure to do so may subject Respondent to disqualification.

Item 1: CHANGE IN RFQ DEADLINES AND INTRODUCTORY MEETING CANCELLATION

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 **Thursday, June 25, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood, Florida, 33020. On **Thursday, June 25, 2020** at **2:30 PM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

The project introduction meeting scheduled for April 28, 2020 is CANCELLED.

Any questions shall be submitted via email by no later than **Thursday, June 4, 2020**; Attention: Wilhelmina Montero, P.E. (wmontero@hollywoodfl.org). The telephone number for general information is (954) 921-3930.

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

Item 2: <u>CHANGE IN RFQ ANTICIPATED SCHEDULE</u>

RFQ, Page 10, Section VIII, "Anticipated Schedule", shall read as follows:
The schedule shown below is provided for general information purposes only. Specific dates have been estimated and may vary as circumstances change.

Advertise for Qualifications:	March 19, 2020
Submission Deadline, 2:00 PM:	June 25, 2020
Short List Notification for Oral Interviews:	July 23, 2020
Oral Interviews:	August 13, 2020
Commission Approval:	October 2020

Item 3: <u>CHANGE IN RFQ SECTION I, "INTRODUCTION"</u>

RFQ, page 3, Section I, "Introduction", paragraph 5, shall read as follows (deletions shown in strikethrough and additions in red):

"The sewer system improvements include the following tasks:

- Replacement of Lift Station E-9
- Upgrade/replacement of Lift Station E-1
- Upsizing approximately 8,000 lineal feet of force main
- Upsizing of gravity piping from Lift Station E-1 to downstream Lift Station E-2
- Modification of connection between Lift Station E-9 to Lift Station E-1"
- Rehabilitation of Lift Station E-08

Item 4: <u>CHANGE RFQ SECTION VII, "ORAL PRESENTATION"</u>

RFQ, page 9, Section VII, "Oral Presentation", shall read as follows (deletions shown in strikethrough and addition in red):

"Selected firms may present an oral overview of their approach to perform design and construction management of similar ~~deep injection well pump station~~ water and sewer infrastructure 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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

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 Project Site and Local Conditions (20 Points)** – Demonstrate knowledge of the project area characteristics as well as Federal and State Regulations, County, and City requirements, codes, and ordinances that apply to this project.

2. **Proposed Project Staff Functions (20 Points)** - Indicate the organization of the design 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 site survey through construction administration phases of similar water and sewer infrastructure 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 deliver a successful outcome in this specific project setting. Include details that will be analyzed and incorporated into the overall design. Explain how you will ensure that the project will be designed to include all the aspects the City desires. Describe how you have used innovative design concepts on other similar projects.

5. **Cost Control and Value Engineering (20 Points)** - Demonstrate knowledge and experience in the design of water and sewer infrastructure, 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.

Item 5: <u>SECTION VI, ATTACHMENT A (SUBMITTAL QUESTIONNAIRE)</u>

Refer to Exhibit 1 of this addendum for "Attachment A: Submittal Questionnaire" of RFQ document.

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

Item 6: RESPONDENT CHECK LIST

Refer to Exhibit 2 of this addendum for "Respondent Check List" to be included in RFQ Response Package.

Item 7: NOTES RELATED TO RELEVANT REQUEST RECEIVED FROM POTENTIAL RESPONDENTS

1. Do you anticipate extending the bid due date?
   Response: Please refer to Item 1 and Item 2 of this addendum.

2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?
   Response: All details regarding the selection process is contained in the RFQ package.

3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com?
   Response: No.

4. Other than your own website, where was this bid posted?
   Response: This bid is currently posted on DemandStar only. (https://www.demandstar.com)

5. I am writing to inquire if the City accepts Primes to also be a sub on another team. Kindly advise at your convenience.
   Response: The City has no objection.

6. On page 8 of the PDF, it states "Submittal Questionnaire (Attachment A). Is there an Attachment A or would you like us to tab this section "Submittal Questionnaire (Attachment A)?
   Response: Please refer to Item 5 of this addendum.

7. Can you please provide attachment A, the submittal questionnaire, that's referred to on page 10 for RFQ 10-5106/18-7098?
   Response: Please refer to Item 5 of this addendum.

8. On page 8 of the RFQ there is a Submittal Questionnaire (Attachment A). Do we need to respond to these items separately or can they be addressed in our

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

responses to the Selection Criteria on pages 6-7? Some of the questions in Attachment A overlap with the Selection Criteria and we would like to clarify the format the City would like us to follow and if Attachment A needs to be answered separately.

Response: The submittal questionnaire included in Exhibit 1 of this addendum shall be completed and included in the submittal package.

9. Do we need to submit a signed statement from our insurance agency of record that is discussed on page 16 of the RFQ under Insurance Requirements or is that to be provided if selected as the winning firm?

   Response: There is no need to submit a signed statement from your insurance agency. The selected firms must be able to meet the minimum insurance required at time of contract execution.

ALL OTHER TERMS AND CONDITIONS IN THE RFQ PACKAGE SHALL REMAIN THE SAME.

Clece Aurelus, P.E.
Interim Assistant Director
Department of Public Utilities
City of Hollywood

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

EXHIBIT 1. SUBMITTAL QUESTIONNAIRE

Attachment A

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

SUBMITTAL QUESTIONNAIRE

ENGINEERING SERVICES QUALIFICATION STATEMENT
AND SUBMITTAL QUESTIONNAIRE

PROJECT NAME: **DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS**
PROJECT NO.: **10-5106/18-7098**

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:

_____

F. If other than above, please describe:

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

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**
	Reg	Total	Total
Civil			
Sanitary			
Structural			
Mechanical			
HVAC			
Process			
Electrical			
Instrumentation			
Industrial			

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

Discipline (*Construction Management)*	**Personnel**
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	☐	☐	Stress Analysis*	☐	☐
Drawings					
Preparation of Specifications	☐	☐	Pipeline	☐	☐
Construction Mgmt. Services	☐	☐	Surveying	☐	☐
Process Problem Analysis	☐	☐	Direct Hire Field Construction	☐	☐
Energy Conservation Studies	☐	☐	Detailed Instrumentation & Control	☐	☐
Soil and Foundation Studies	☐	☐	Process Design	☐	☐
Foundation Design	☐	☐	Equipment Design	☐	☐
Structural Design	☐	☐	Detailed Electrical	☐	☐
Testing Capability	☐	☐	Detailed Piping Design	☐	☐
Detailed Mechanical	☐	☐	Construction Management	☐	☐

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)

_____

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

_____

_____

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.

_____
_____
_____
_____

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.: _____

Date: _____

Primary Classification: _____

_____

_____

_____

10. QUALIFICATION FORM PREPARED BY:

Name (print or type): _____

Title: _____

Signature: _____

Address: _____

Telephone Number: _____

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3591

ADDENDUM NUMBER 1

EXHIBIT 2. RESPONDENT CHECK LIST

THIS SHEET MUST BE SIGNED

RESPONDENT CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Submittal.

Respondent should check off each of the following items as the necessary action is completed:

1. The Submittal has been signed.
2. Any required descriptive literature, etc. have been included.
3. Any information required is included.
4. Any addenda have been signed and included.
5. The mailing envelope has been addressed to:
   Office of the City Clerk
   City of Hollywood
   P.O. Box 229045.
   Hollywood, FL 33022-9045
6. The mailing envelope must be sealed and marked with Submittal Number, Submittal Title and Due date.
7. The Submittal will be mailed or delivered in time to be received no later than the specified due date and time. Otherwise Submittal cannot be considered.
8. Submittal includes:
   a) Statement of current and projected workload
   b) List of sub-consultants
   c) Auditor's letter
   d) Organizational chart
   e) Litigation
   f) Project schedule

ALL COURIER-DELIVERED STATEMENTS OF QUALIFICATIONS MUST HAVE THE RFQ NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET

Company Name:

_____

Signature and Title:

_____

Date:

_____

PROJECT SUBMITTAL

FROM: _____
_____
_____

DATE: _____

CITY OF HOLLYWOOD
Department of Public Utilities
c/o City Clerk
2600 Hollywood Blvd.
Hollywood, FL 33022-9045

RE: RFQ NO. 10-5106/18-7098

To whom it may concern:

The undersigned, as Respondent, hereby declares that we have examined the Scope of Services and informed ourselves fully in regard to all conditions pertaining to the work to be done for the City of Hollywood's Consulting Services Contract – **DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS**. The Respondent further declares that the only persons, company or parties interested in this Submittal or the Contract to be entered into as principals are named herein; that this Submittal is made without connection with any other person, company or companies making a Submittal; and it is in all respects fair and in good faith, without collusion or fraud.

The service to be furnished by us is hereby declared and guaranteed to be in conformance with the specifications of the City.

The undersigned agrees that should this Submittal be accepted, to execute the contract and present the same to the City for approval within twenty (20) days after being notified of the awarding of the contract.

The undersigned further agrees that failure to execute and deliver said forms of contract within twenty (20) days, will result in damages to the City.

IN WITNESS WHEREOF, I have hereunto subscribed my name on this _____ day of _____, 2020, in the County of _____, in the state of _____.

_____
Respondent's Firm or Trade Name

Corporation, Sole Proprietorship, Partnership (Circle One)

Phone No.: _____

Address _____

City and State Zip _____

BY: _____
Typed and Written Signature

_____
Title

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

Date: **June 23, 2020**

FOR: **REQUEST FOR STATEMENTS OF QUALIFICATIONS (RFQ)**
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

FILE NUMBER: **10-5106/18-7098**

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

This addendum is issued as part of the RFQ package for the above described project. The changes incorporated in this addendum shall be considered as a part of the documents and shall supersede, amend, add to, clarify, or subtract from those conditions shown in the original documents dated March 19, 2020. The respondent shall coordinate all modifications herein with all trades and disciplines related to the RFQ package. **The respondent shall acknowledge receipt of this addendum by signing the "Respondent Check List" included in addendum No. 1 and including a printed and signed copy of all addenda in the submittal**. Failure to do so may subject Respondent to disqualification.

Item 1: <u>CHANGE IN RFQ DEADLINE</u>
The statements of qualifications will be received by the City Clerk of the City of Hollywood, Florida, on or before (but not later than) **10:00 AM** Local Time on **Monday, July 6, 2020**. The office of the City Clerk is located at City Hall, 2600 Hollywood Boulevard, Room 221, Hollywood Florida, 33020. On **Monday, July 6, 2020** at **10:30 AM**, the names of the companies submitting statements of qualifications will be read publicly at the Southern Regional Wastewater Treatment Plant, 1621 N. 14th Avenue, ECSD Conference Room, Hollywood, Florida, 33020.

Item 2: <u>DELIVERY OF RFQ PACKAGE</u>
To assist in mitigating the 2019 Novel Coronavirus (COVID-19) potential exposure and transmission risks, it is strongly recommended that the RFQ package be mailed to the City Clerk's Office, or delivered to Records and Archives located in the Annex building on the west side of City Hall, 2600 Hollywood Boulevard, Hollywood, Florida, 33020. It is recommended that a delivery confirmation email be sent to the Project Manager, Wilhelmina Montero, P.E.

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

Item 3: <u>WEBEX TELEPHONIC MEETING FOR INITIAL RAKING MEETING AND ORAL PRESENTATION MEETING</u>
The initial ranking and oral presentation meetings will be conducted through WebEx telephone meeting. The City will provide a WebEx meeting link, dial in number and access code before the initial ranking meeting and oral presentation. RFQ Respondents could present their files through shared screen function during the oral presentation WebEx meeting.

Item 4: <u>PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT</u>
Refer to Exhibit 1 of this addendum for "Professional Engineering Consultant Services Agreement.
.

Item 5: <u>PROJECT LOCATION MAP</u>
Refer to Exhibit 2 of this addendum for "Project Location Map".

Item 6: <u>NOTES RELATED TO RELEVANT REQUEST RECEIVED FROM POTENTIAL RESPONDENTS</u>

1. The City indicates in the RFQ that various upgrades and improvements are required for the utility systems. Has a preliminary design report been prepared that identifies pipe sizing and upgrades? Is a copy of the preliminary design report available?
   Response: A preliminary design report has not been prepared for this project.

2. What is the proposed Phase 1 and Phase 2 construction budget under this contract?
   Response: This is a request for qualifications, not a request for proposals.

3. Does the City have location maps available of the project limits?
   Response: Refer to Item 5 of this addendum.

4. Do we submit the selection criteria information after the Profile of Consultant?
   Response: It is the prerogative of the Respondent how to organize the information presented in their submittal.

5. For previous performance on related projects page 6 of the RFQ. Do we include the requested reference information below with every project listed on the resumes or just for the projects on the list of similar jobs?

   - Owners name, address and telephone number
   - Original schedule and scope of project

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

- Achieved schedule and scope of project
- Number and brief description of change orders or amendments issued during the project
- Average turnaround time for request for information and shop drawing/submittal approvals
- Experience managing state revolving fund and American Iron and Steel compliance documentation

Response: It is up to the Respondent to decide how much information is included in their submittal. At a minimum the information requested in the advertised RFQ must be included in the submittal.

6. How many members are on the selection committee?
   Response: There will be five members in the selection committee for this RFQ.

7. For previous performance on related projects page 6 of the RFQ. Can we use individual experience in addition to firm experience?
   Response: The City is interested in firm experience.

8. Can the required information in Selection Criteria be submitted with the Profile of Consultant since some of the information overlaps? We would like to clarify the format the City would like us to follow.
   Response: Please provide the information required in the Selection Criteria in a separate section from consultant profile for ease of review.

9. Submittal Questionnaire A. If we are a corporation on section G do we attach both a Company Brochure and an Annual Report or can we provide just one of the 2?
   Response: Respondents can provide either document.

10. If we do not have an Audited income statement can we provide the last 2 years of tax returns?
    Response: All respondents must include a copy of current audited income statement and balance sheet.

11. Is there a minimum number of projects that need to be provided for Selection Criteria #2 and #5?
    Response: No.

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

12. For Selection Criteria #2 previous performance can we provide projects from subconsultants?
    Response: Primary Consultant must have the required experience/qualifications.

13. For Selection Criteria #2 and #5 can we provide ongoing projects?
    Response: Yes, ongoing projects can be submitted, although preference is for completed projects.

14. Can the City make available As-builts and/or GIS files or Figures showing the extent of the watermains replacement, sewer lines and lift stations?
    Response: Project details will be provided before development of the proposal.

15. Can the City make available As-builts and/or GIS files or Figures for the existing alignment of the approximately 8,000 LF of force main requiring upsizing?
    Response: Project details will be provided before development of the proposal.

16. Is it the intent of the City to award both phases of the Project to one consultant or will two consultants each be awarded a phase?
    Response: The City Commission will make the final selection/award in the City's Best Interest.

17. Can you also provide an exhibit depicting lift stations locations, piping location to be replaced? Are there available as-builts or atlas information that you can provide?
    Response: Project details will be provided before development of the proposal.

ALL OTHER TERMS AND CONDITIONS IN THE RFQ PACKAGE SHALL REMAIN THE SAME.

Clece Aurelus, P.E.
Interim Assistant Director
Department of Public Utilities
City of Hollywood

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

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

EXHIBIT 1. PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

CITY OF HOLLYWOOD, FLORIDA

PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR HOLLYWOOD BEACH UTILITY IMPROVEMENTS

AT

CITY OF HOLLYWOOD DEPARTMENT OF PUBLIC UTILITIES

PROJECT NO. 10-5106/18-7098

June 2020

This page intentionally left blank

PROFESSIONAL ENGINEERING CONSULTANT SERVICES AGREEMENT

BETWEEN THE CITY OF HOLLYWOOD, FLORIDA
AND
CONSULTANT
FOR
DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES
HOLLYWOOD BEACH UTILITY IMPROVEMENTS

THIS AGREEMENT is made this _____day of _____, 2020, 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:

TABLE OF CONTENTS

ARTICLE PAGE

SCOPE OF WORK……..…….1

1. DEFINITIONS…….……..3

1.01 Additional Services
1.02 Basic Services
1.03 City
1.04 City Manager
1.05 Consultant
1.06 Consultant's Authorization to Proceed
1.07 Contractor or Construction Manager (CM)
1.08 Director
1.09 Inspector
1.10 Project
1.11 Project Manager

2. CONSULTANT SERVICES AND RESPONSIBILITIES……4

2.01 Basic Services
2.02 Additional Services
2.03 Reimbursables

3. SUBCONSULTANTS……..7
3.01 Definitions
3.02 Subconsultant's Relations

4. THE CITY'S RESPONSIBILITIES……...……..8

4.01 Information Furnished
4.02 Project Management
4.03 Legal Services, Etc.

5. BASIS OF COMPENSATION……10

5.01 Professional Service Fee
5.02 Additional Service/Reimbursables Fee

6. PAYMENTS TO THE CONSULTANT……..13

6.01 Payment for Basic Services
6.03 Payment for Additional/Reimbursables Services
6.03 Deductions
6.04 Project Suspension

ARTICLE PAGE

7. REUSE OF PLANS AND SPECIFICATIONS……..……..…..15

7.01 Scope of Services

8. GENERAL PROVISIONS……..……16

8.01 Indemnification
8.02 Insurance
8.03 Performance
8.04 Termination of Agreement

9. MISCELLANEOUS……..……..……22

9.01 Consultant's Account Records
9.02 Ownership of Documents
9.03 Maintenance of Records
9.04 Extent of Agreement
9.05 Successors and Assigns
9.06 Truth-in-Negotiation Certificate
9.07 No-Contingent Fees
9.08 Applicable Law and Venue of Litigation
9.09 Consultant's Staff
9.10 Notices
9.11 Interpretation
9.12 Joint Preparation
9.13 Priority of Provisions
9.14 Mediation; Waiver of Jury Trial
9.15 Time
9.16 Compliance with Laws
9.17 Public Records Law

EXHIBIT 'A' Rate Schedule (To be Provided before Negotiations)
EXHIBIT 'B' Insurance Certificate

SCOPE OF WORK

The Consultant shall furnish professional Design and Construction Administration Services for the Hollywood Beach Utility Improvement 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 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 Design and Construction Administration services enumerated hereinafter and in accordance with the Florida Building Code, Hollywood Code of Ordinances, Florida Department of Transportation regulations, Florida Department of Environmental Protection, Broward County and any other Agency that has jurisdiction over this work. 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:

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

1) Topographic survey.

2) Environmental survey.

3) Utilities verification.

4) Subsurface utility evaluation.

5) Geotechnical investigation.

6) Design, including Tech Memo, 90% design submitted and complete bid package design.

7) Engineer’s estimate of construction cost.

8) Permitting.

9) Preparation of bidding documents and provide bidding assistance to the City.

10) Construction administration services, including full SRF compliance assistance.

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) 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.

2) 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).

3) 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.

4) Providing services after issuance to the City of the Final Certificate for Payment, following when such payment has been made to the contractor.

5) 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 5.01A 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 <u>Insurance Limits of Liability:</u>

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-VII, 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.

Any sub-contractor used by the contractor shall supply such similar insurance required of the contractor. Such certificates shall name the City as an Additional Insured.

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. Each Occurrence
b. Products and Completed Operations
c. Personal Injury Liability
d. Damages to Rented Premises
e. General Aggregate

The minimum limits acceptable shall be:

$ 1,000,000.00 Per Occurrence / $2,000,000 Aggregate

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

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-VII, 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

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.

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

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 NO CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it is has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working

solely for the Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award of or making of this Agreement. For the breach or violation of this provision, the City shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

9.08 APPLICABLE LAW AND VENUE OF LITIGATION:

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

9.09 CONSULTANT'S STAFF:

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

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

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

9.10 NOTICES:

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

FOR CITY:

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

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

FOR CONSULTANT:

_____
_____
_____

9.11 INTERPRETATION:

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

9.12 JOINT PREPARATION:

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

9.13 PRIORITY OF PROVISIONS:

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,

requirement, or provision contained in this Agreement shall prevail and be given effect.

9.14 MEDIATION; WAIVER OF JURY TRIAL:

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

9.15 TIME:

Time is of the essence in this agreement.

9.16 COMPLIANCE WITH LAWS:

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

9.17 PUBLIC RECORDS LAW

The Consultant acknowledges that Chapter 119, Florida Statutes entitled “Public Records Law” is applicable to this Agreement. Further, the provisions of Section 119.0701, Florida Statutes, are also applicable and Consultant acknowledges its obligations to comply with said requirements with regard to public records and shall:

a) Keep and maintain public records required by the City to perform the services required under this Agreement;

b) Upon request from the City’s custodian of public records or his/her designee, provide the City with a copy of the requested records or allow the records to he inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following the completion of this Agreement if the Consultant does not transfer the records to the City; and

d) Upon completion of this Agreement, Consultant shall transfer, at no cost, to the City, all public records in possession of the Consultant or keep or maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of this Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provide to the City, upon the request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

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

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

_____ By_____

Secretary

(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: _____ By:_____
Signature Signature

_____ _____
Legal name and title Legal name and title

ATTEST

_____ _____
Witness Witness

_____ _____
Witness Witness

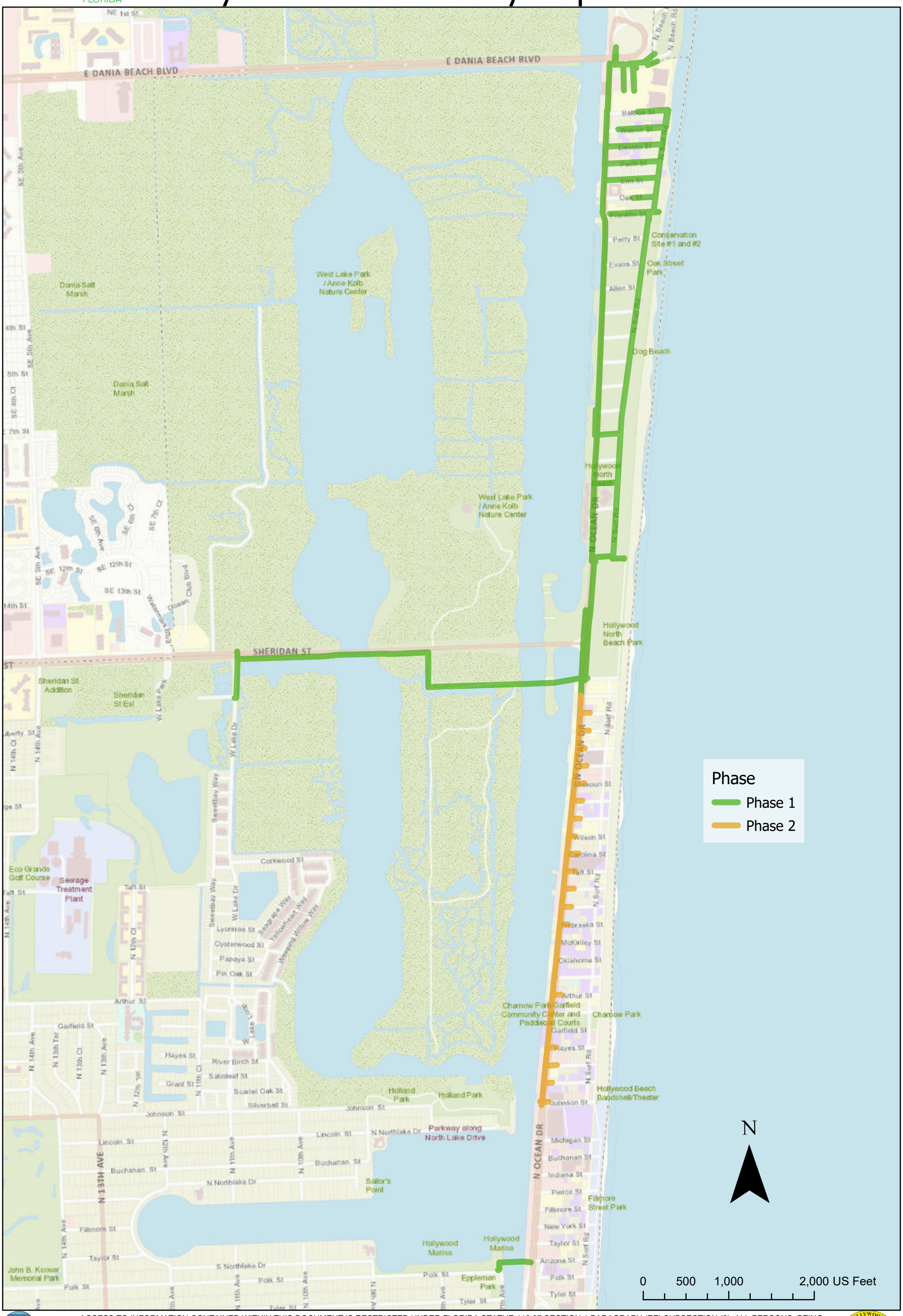
CITY OF HOLLYWOOD
DEPARTMENT OF PUBLIC UTILITIES
ENGINEERING AND CONSTRUCTION SERVICES DIVISION

1621 N. 14th Avenue
Hollywood, FL 33019
Phone (954) 921-3930 Fax (954) 921-3258

ADDENDUM NUMBER 2

EXHIBIT 2. PROJECT LOCATION MAP

Hollywood Beach Utility Improvements



ACCESS TO INFORMATION CONTAINED WITHIN THIS DOCUMENT IS RESTRICTED UNDER FLORIDA STATUE 119.07 SECTION 1 PARAGRAPH (EE) SUBSECTION (3). ALL PERSONS BEING PERMITTED ACCESS TO THIS DOCUMENT SHALL RESTRICT ACCESS TO OTHERS IN ACCORDANCE WITH THE ABOVE REFERENCED STATUTE. IF ANY QUESTION AS TO THE DISSEMINATION OF THIS INFORMATION EXISTS, IT SHALL BE FORWARDED TO THE DIRECTOR OF PUBLIC UTILITIES, CITY OF HOLLYWOOD FLORIDA FOR FINAL DETERMINATION.

INFORMATION PROVIDED IN THIS DOCUMENT, REGARDING SITE CONDITIONS, EXISTING STRUCTURES, AND EXISTING UNDERGROUND UTILITIES IS OFFERED SOLELY AS SUPPLEMENTAL INFORMATION. IT IS THE OWNER'S RESPONSIBILITY TO ENSURE ALL DATA IS FIELD VERIFIED AS TO ELEVATION, SIZE, AND LOCATION.

EXHIBIT “B”
CONSULTANT’S PROPOSAL

CITY OF HOLLYWOOD

SURVEY, GEOTECHNICAL, UTILITY COORDINATION, DESIGN, PERMITTING, AND BIDDING FOR HOLLYWOOD BEACH WATER MAIN REPLACEMENT PROJECT

DESIGN, PERMITTING, AND CONSTRUCTION ADMINISTRATION FOR HOLLYWOOD BEACH FORCE MAIN REPLACEMENT PHASE 1A AND 1B AND LIFT STATION E-09 REPLACEMENT/REHABILITATION PROJECT

(CITY PROJECT # 10-5106/18-7098)

SCOPE OF SERVICES

I. PROJECT DESCRIPTION

The City of Hollywood (City) has an ongoing water main replacement program and has identified a project in the area along Sheridan Street from West Lake Drive to SR A1A and the Hollywood Beach area from Johnson Street to East Dania Beach Boulevard. The City also has a wastewater system rehabilitation program under way and has identified a project which includes the rehabilitation of Lift Stations E-01 and E-09 and replacement of the E-09 discharge force main. Wastewater transmission improvements from Lift Station E-01 to E-02 are also part of this project. The City has selected Tetra Tech through a competitive Requests for Statements of Qualifications for Design and Construction Administration Services for Hollywood Beach Utility Improvements, Project No. 10-5106/18*7098.

This project will be implemented in multiple phases. This proposal is for Phases IA and IB. Phase II services will be provided in a future proposal.

Phase IA of the project will include the following:

- Basis of Design Memorandum for the wastewater system improvements, to include preliminary design for the wastewater systems of Lift Stations E-01 and E-09 to develop the basis of design, and present the proposed project alternatives and plan.
- Approximately 3,750 feet of water main replacement along the following streets, between SR A1A and Surf Road:
    - Douglas Street.
    - Franklin Street.
    - Oak Street.
    - Palm Street.
    - Desoto Street.
    - Walnut Street.

- Balboa Street.

- Approximately 1,450 feet of water main replacement along Surf Road, between Balboa Street and Franklin Street.

- Approximately 400 feet of water main replacement along Surf Road, between Freedom Street and Douglas Street.

- Approximately 300 feet wastewater force replacement/upsizing along Balboa Street, between Lift Station E-09 and SR A1A.

Phase IB of the project will include the following:

- Approximately 16,500 feet of water main replacement along the following streets:
  - Sheridan Street between W. Lake Drive and the west side of the Sheridan Street bridge.
  - Greene Street between SR A1A and Surf Road.
  - Cambridge Street between SR A1A and FH00739.
  - Surf Road between Simms Street and Freedom Street.
  - Surf Road between Douglas Street and Franklin Street.
  - N. 14th Terrace from the dead-end to Cambridge Street.
  - SR A1A from Sheridan Street to Balboa Street.
- Approximately 200 feet of horizontal directional drill of the water main along SR A1A, underneath the Dania Beach Boulevard Bridge, connecting to the existing water mains on the north and south sides of the Dania Beach Boulevard Bridge

- Approximately ___ feet of water main installed via horizontal directional drill along Sheridan Street, underneath the Intracoastal Waterway.

- Approximately ___ feet of water main installed via horizontal directional drill along Polk/Arizona Streets, underneath the Intracoastal Waterway.

- Replacement of Lift Station E-09, to include replacement of the wet well, existing pumps, discharge piping, electrical and standby power.

- Replacement of approximately 7,500 feet of the discharge force main from the endpoint of the proposed force main on Balboa Street designed under Phase 1A to the gravity system connection point on Sherman Street, to be upsized as determined by the City.

- Replacement of approximately 1,500 feet of water mains within North Beach Park (at Sheridan Street).

The Phase IA and IB improvements involve upgrading existing 2-inch, 4-inch, and 6-inch diameter water mains one nominal size and replacing existing 8-inch and 12-inch diameter water mains with the same nominal size. The existing water mains will be replaced with new polyvinyl chloride (PVC) or ductile iron (DI) water mains, isolation valves, fire hydrants, and water services. Existing water meters and boxes will remain within easements or street rights-of-way. The design will include replacement of the 12-inch diameter water main along Simms Street between A1A and the North Boardwalk through Hollywood Beach Park. The water main along Sheridan Street will be designed to be installed utilizing horizontal directional drilling to cross the Intracoastal Waterway, along Sheridan Street rights-of-way, and into Broward County's Hollywood Beach Park, up to 50 feet. The water main along Polk/Arizona Street will be designed to be installed utilizing horizontal directional drilling to cross the Intracoastal Waterway, along Arizona Street rights-of-way, and into the Hollywood Marina. The existing 12-inch diameter cast iron water main under the E. Dania Beach Boulevard Bridge will be replaced and will be designed to be installed utilizing horizontal directional drilling. Proposed water mains will be connected to existing water mains on the western, southern, and northern project boundaries.

The City owns and operates various water, wastewater and stormwater utility infrastructure within the project right-of-way. Other existing utilities that typically share the rights-of-way include power, telephone, cable, gas utilities, and others. The City would like to implement the potable water pipeline replacement and improvements, while avoiding relocation of existing utilities, if possible.

II. SCOPE OF SERVICES

Task 1: Meetings and Coordination

Tetra Tech will schedule and conduct various meetings for this project. Coordination between Tetra Tech, the Public Utilities Department, the Design and Construction Management Department, Florida Power and Light (FP&L), and the consultant designing the FP&L underground infrastructure must occur. Meetings to occur as part of this task are described below.

1. Coordinate and attend a project kick-off meeting with the project team, the City, FP&L, and FP&L's design consultant. Provide minutes summarizing the meeting discussions. On the day of the kick-off meeting, visit the site with the project team.

2. Attend up to nine (9) other meetings for coordination and design purposes, with the City and/or members of the project team.

Task 2: Preliminary Design of Wastewater System Improvements

Currently, the Phase I project area has gravity sewers from Franklin Street to Dania Beach Boulevard, a lift station (E-09), and a discharge force main from E-09 to a manhole on SR A1A and Sherman Street. Lift Station E-09 is under sized, due to redevelopment and growth in the area. Existing and future wastewater flows to E-09 must be estimated and projected to properly size the pumping and transmission infrastructure.

Lift Station E-09 pumps wastewater to a sewer manhole that flows to Lift Station E-01. Lift Station E-01 also collects wastewater through a gravity sewer system. Lift Station E-01 then pumps wastewater to a gravity sewer system on SR A1A, which flows to Lift Station E-02. Improvements to Lift Station E-

01 and the transmission systems to Lift Station E-02 must be evaluated to ensure capacity for existing and future flows.

The purpose of preliminary design is to gather information for the wastewater systems of Lift Stations E-01 and E-09 to develop the basis of design, and present the proposed project alternatives and plan. Services to be completed in this task are described below:

Tetra Tech will obtain readily available data required to proceed with preliminary design and final design tasks. Data to be obtained, reviewed, and processed includes the following:

- As-builts for the existing gravity sewers, which discharge to Lift Stations E-09 and E-01.
- As-builts for Lift Stations E-09 and E-01.
- Water billing data for the parcels currently connected to the sewer systems for Lift Stations E-09 and E-01.
- Redevelopment applications for parcels which will be redeveloped.
- Zoning information.
- Other readily available data.
- Wastewater from Lift Station E-09 discharges to a manhole on SR A1A at Sherman Street, which then flows to Lift Station E-01.

Tetra Tech will utilize the information collected to size pumping infrastructure Lift Stations E-09 and E-01. Future projected flows will be provided to the City, which it will utilize to perform hydraulic modeling to determine the discharge force main size for Lift Station E-09 and alternatives for bypassing Lift Station E-01 or transmission system upgrades for Lift Station E-01.

Water billing data provided by the City will be utilized to quantify existing water usage and estimate existing wastewater flows within the Phase 1 project area. Wastewater flows will be estimated for the evaluation of Lift Stations E-09 and E-01 and the discharge force mains and/or other transmission systems, through desktop analyses. Hydraulic modeling will be performed by the City to determine transmission system sizing and evaluation of alternatives. Draft and Final Preliminary Design Memoranda will be prepared outlining proposed pumping, piping, electrical, and communications options and designs, along with preliminary costs. Zephyr Engineering will provide support services for development applications review, zoning information, and wastewater projections. Hillers Electrical Engineering will provide engineering services for electrical preliminary design.

<u>Task 3: Survey</u>

Survey services will be performed by a subconsultant, Gibbs Land Surveyors. Survey will consist of the following for the areas described in the subtasks below:

1. Perform a topographic survey locating and identifying all visible existing aboveground and underground utilities (as marked in the field by the utility owners) within the limits described in Section I, above.

2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.

3. Platted rights-of-way, easements and property boundaries will be plotted on survey drawings for the project route.

4. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage and type, headwalls, end walls, manholes, vaults, driveways, right-of-way limits, landscaping, and any other visible improvements.

5. Provide cross-sections at 100-foot intervals to extend 5 feet beyond the right-of-way.

6. Provide centerline elevations at 100-foot intervals and significant grade breaks (highs and lows) within the alley rights-of-way.

7. Identify swale material, denoting grass, dirt or gravel.

8. Provide rim and invert elevations and pipe size and material type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.

9. Provide location of vegetation and individual trees greater than four (4) inches in diameter.

10. Provided Bathymetry (soundings) under Intracoastal Waterway for the proposed crossing.

11. Provide topography in North Beach Park.

12. Easement sketch and description for water main.

13. Digital files shall delineate all field collected data as well as existing limits of referenced rights-of-way.

14. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.

15. Deliverables: CAD files (.dwg files) and cross sections and topographic /elevations (.txt files) and signed and sealed copy of survey.

<u>Task 3.1: Phase 1A Right of Way Survey</u>

Phase 1A rights-of-way survey will include the Surf Road, from Balboa Street to Franklin Street. In addition, pavement markings along SR A1A, from Balboa Street to Franklin Street and from Douglas Street to Freedom Street will be surveyed, to augment the survey prepared by Calvin Giordano & Associates.

Task 3.2: Phase 1B Right of Way Survey

Phase 1B rights-of-way survey will include the following:

1. Sheridan Street — From West Lake Drive, east to N Ocean Dr. (SR A1A).

2. State Road A1A (N. Ocean Dr) from Sherman Street to Freedom Street.

3. State Road A1A (N. Ocean Dr) from Douglas Street to Franklin Street.

4. State Road A1A (N. Ocean Dr) from Balboa Street to 970 feet north of Dania Beach Blvd., just north of the bridge.

5. Surf Road, from Simms Street (Beach Park) to Franklin Street.

6. Greene Street from SR A1A to Surf Road.

7. Cambridge Street from SR A1A to approximately 625 feet east.

8. N. 14th Terrace from Cambridge Street to 325 feet south.

9. Intracoastal right-of-way – a 50-foot corridor perpendicular to the waterway south of Sheridan Street.

10. A topographic survey of North Beach Park, on the east side of SR A1A, topographic locations, trees, random elevations to the westerly edge of park roadway and parking.

11. A topographic survey of a portion of Hollywood Marina (Polk Street), Intracoastal Waterway, and Arizona Street. Survey of an area 50 feet in width, a bathymetric survey (soundings) of full right of way of the Intracoastal Waterway at Polk Street Marina, the alignment of which shall be Arizona Street extended westerly, to include a 50 foot wide topographic survey of the Marina, grass surface, asphalt parking and above ground improvements and random elevations, approximately 130 feet west from the west right of way line of the Intracoastal Waterway; extending easterly along the Arizona Street right of way width (40 feet) continuing across SR A1A easterly to include all of Arizona Street right of way to Surf Road.

Task 3.3: Phase 1B Site Surveying (Lift Station E-09)

A topographic survey will be prepared, as described above, for the Lift Station E-09 site, on Balboa Street.

Task 4: Phase 1A Utilities Verification

Utilities Verification: Tetra Tech will perform the utility verification for the existing buried power, telecommunication, cable television, gas, water, sewer and drainage facilities, and identified facilities within limits of the survey for Phase 1A.

1. Tetra Tech will coordinate with SSOCOF to open Design Tickets, will contact all existing utilities provided by SSOCOF and will submit sketches of the proposed work to each utility to obtain available atlas, mark-ups, records, as-builts, etc.

2. The horizontal and vertical locations of the existing underground utilities will be depicted based on the records received from each utility, by using the above ground visible features (i.e. valves, manhole covers, inlets) to approximate the locations of the utilities.

3. The horizontal locations of services will be approximated, to the extent possible, based on the limited information provided and above ground visible features within the rights-of-way (i.e. water meters).

4. Vertical locations for sewers will be approximated, to the extent possible, based on invert elevations at manholes and inlets, if accessible, etc. Vertical locations for services and laterals will be assumed based on City standards.

Task 5: Phase 1A Subsurface Utilities Evaluation

Subsurface utilities evaluation services will be provided by a subconsultant, T2 UES (T2). T2 proposes utility locating services by using surface geophysical methods as described below:

Vacuum Excavation: T2 proposes to use vacuum excavation equipment to perform up to 60 minimally intrusive excavations at locations as directed by Tetra Tech or the City. The locations of each test hole will be validated by utility designating technologies. Vacuum excavation methods will enable T2 to visualize the utility in question. T2 will make every effort to vacuum excavate to a depth of eight feet using high pressure air methods. However, vacuum excavation will cease when these methods are unable to progress below refusal, such as bedrock or flowable fill. T2 will not employ destructive methods, such as jackhammers or chipping hammers, to break up bedrock or other refusal within a test hole due the high risk of damage to buried utilities and safety risk to T2 employees. Utilities deeper than 8 feet may not be found.

Limited Utility Designation: T2 will notify Sunshine 811 two full business days in advance of excavation. Utilities will be designated at each test hole location only. T2 will mark the conductive utilities by inductive methods utilizing electromagnetic geophysical prospecting equipment. Known non-conductive utilities will be marked utilizing 2-D Radar (GPR). Aerial facilities are not included for this project.

Survey: T2 will set a survey control point at each utility test hole and then survey the horizontal and vertical values of each control point. All measurements to the utility found at each test hole will be relative to this survey control point. The horizontal datum that will be used is NAD '83/2011 and the vertical datum that will be used is NAVD '88.

MOT, MOT permits and Drawings: T2 will provide or subcontract the required MOT for lane closures and street closures in order to perform test holes.

Backfill of test holes will be performed utilizing the removed material, if suitable. Areas will be restored as close as is reasonable to their original condition. Test holes in asphalt will be restored using cold patch.

Utility designating in this scope of services is to verify the location of the client specified utility at each vacuum excavation only. The position of each excavation is to be provided by Tetra Tech or the City.

Task 6: Geotechnical Investigation

A geotechnical investigation to facilitate design and construction of the proposed improvements will be performed by Tierra South Florida (TSF). The scope for the geotechnical investigation includes performing borings along the roadways for the proposed pipes, on a typical frequency of one boring per 500 feet. Standard Penetration Testing (SPT) and borings and pavement cores are proposed as follows:

1. Fifty-eight (58) SPTs to 6 feet below the roadway surface

2. Two (2) SPT borings to a depth of 20 feet for the directional drills.

3. Four (4) SPT borings to a depth of 75 feet are proposed on land for the subaqueous crossings.

4. Four (4) SPT borings to a depth of 75 feet are proposed on the water.

5. Thirty (30) asphalt cores, with asphalt and base checks.

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. This proposal assumes that private utility lines will be field located by the perspective utility company prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples.

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions and a discussion of some construction considerations.

Task 7: Phase 1A Design

Task 7.1: Phase 1A Water Main Design

The final design will result in preparation of the bid documents, engineering drawings (plan view only) and technical specifications for the Phase IA areas, as described in Section I of this proposal. The design will be predominantly PVC pipe installed by open trench construction. As requested by City

staff, this project will require two (2) reviews which will be at the 60% and 100% completion levels. The 60% water main improvements submittal will include plan view with connections and typical conflicts detailed and a draft project manual. The 100% completion level will include updated engineering drawings and specifications, to include incorporating the comments received from the City on the 60% submittal. Three (3) sets of drawings and specifications will be provided to the City for each review. Also, an engineer's opinion of probable cost will accompany the 60% and 100% design documents. Subtasks, which will be performed include the following:

1. Site Visit: Tetra Tech staff will visit the project site to observe existing conditions and evaluate the pipeline corridors.

2. A significant part of the project design will be based on survey performed by others. Tetra Tech will reasonably rely upon this survey in completion of final design. The survey will be provided in AutoCad format.

3. Review the survey and available City record drawings to identify pipeline locations for the City's replacement water mains. The City will provide GIS information of City owned water, sewer and stormwater facilities in digital format.

4. Coordinate with the City to discuss the proposed pipeline locations and potential conflicts.

5. Coordinate with the design consultant retained by the City to design the undergrounding of the electrical lines in the Phase 1A area.

6. Prepare drawings in AutoCAD based on survey and geotechnical engineering base information. A preliminary list of drawings is presented below:

   General
   Cover Sheet and Index of Drawings
   General Notes, Legend, and Abbreviations
   Key Plan
   Overall Water Sampling Points Map

   Civil
   Double Plan Drawings at 1-inch = 20-ft Scale (6 sheets)
   Double Plan Drawings – Pavement Restoration at 1-inch = 20-ft Scale (6 sheets)
   Standard City Water Details (2 Sheets)
   Other details (1 Sheet)
   Pollution Prevention Notes and Specs (1 sheet)
   Pollution Prevention Details (1 Sheet)
   Maintenance of Traffic Plan & Details (3 Sheets)

7. Attend design review meeting at 60% and 100% completion levels, prepare agenda and minutes.

8. Prepare an engineer's estimate of construction cost based on previous bid tabulations, vendor quotes, and estimates provided by Contractors. Cost estimate will be provided at the 60% and 100% completion level.

9. Pavement Restoration sheets will be prepared to meet Broward County requirements.

10. Prepare a comprehensive project manual to contain technical specifications (Divisions 0 through 16). The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.

Task 7.2: Phase 1A Force Main Design

Tetra Tech will design a portion of the force main within the Balboa Street right of way to replace the existing discharge force main from Lift Station E-09. This force main will be designed and constructed to meet the construction schedule for the utilities undergrounding project being implemented by the City. The Phase 1A force main will be designed and constructed within the Balboa Street rights-of-way and capped on both ends until the remainder of the force main is constructed as part of Phase IB. The upstream portion of this replacement force main, within the Lift Station E-09 site, and the downstream portion, from the intersection of SR A1A and Balboa Street to Sherman Street along SR A1A, will be designed and constructed as part of Phase IB. One plan and profile sheet and one detail sheet will be prepared with the design of the force main, along with the technical specifications and cost estimate. A submittal will be made at the 60 percent and 100 percent intervals, for inclusion in the Phase 1A drawing set.

Task 8: Phase 1A Permitting

Task 8.1: Phase 1A Water Permitting

The proposed water mains for Phase IA of this project will require multiple permits from the following agencies:

- FDEP, for water mains,
- Broward County Traffic and Highway Engineering Departments,
- Florida Department of Environmental Protection (for Coastal Construction Line), and
- City of Hollywood Building Department

Accordingly, Tetra Tech will perform the following tasks:

1. Schedule and attend preapplication meetings with the regulatory agencies.
2. Prepare and submit permit applications. All permit application fees are to be paid by the City.
3. Prepare and submit attachments, plans, calculations, reports, and other documentation required by the permitting agencies.
4. Review and respond to "Requests for Additional Information" issued by the regulatory agencies and teleconferences with agency staff.
5. Prepare and submit up to four (4) water main clearance applications through the FDEP, for project clearance and certification. Clearance applications are budgeted based on receipt of a single Contractor submittal containing four (4) hardcopy sets and one (1) AutoCAD CD set of as-built drawings that depict the information required in the contract documents along with original

passing bacteriological sample reports and signed passing pressure test forms. Tetra Tech will also review as-built drawings submitted for the clearance applications and provide comments for revisions by the contractor prior to submittal of the clearance applications.

6. After completion of construction, information required by the permitting agencies will be prepared and submitted. Information may include photos of completed construction, as-builts, and other information.

   Zephyr Engineering will provide support services for Building Department submittal and responses to requests for additional information.

Task 8.2: Phase 1A Wastewater Permitting

Tetra Tech will attend one preapplication meeting with Broward County and prepare and submit permit applications and supporting documentation necessary to obtain permits from the Broward County Environmental Protection and Growth Management Department (EPGMD) and City of Hollywood Building Department for the Phase IA force main replacement from Lift Station E-09 to the intersection of Balboa Street and SR A1A. Accordingly, Tetra Tech will perform the following tasks:

1. Coordinate and attend one preapplication meeting with Broward County and prepare meeting minutes.

2. Prepare and submit one (1) "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" [DEP Form 62-604.300(8) (a))] and one (1) "Application to Construct a Wastewater Collection/Transmission System" [Broward County Domestic Wastewater Licensing Program Form] to the EPGMD and respond to "Requests for Additional Information" (RAI) issued by the regulatory agency. All permit application fees are to be paid by the CITY.

3. Prepare and submit two (2) signed and sealed sets of plans to the City of Hollywood Building Department for review and response to "Requests for Additional Information" (RAI) issued by the regulatory agency.

4. The City will be responsible for all permitting fees.

   Zephyr Engineering will provide support services for Building Department submittal and responses to requests for additional information.

Task 9: Phase 1A Bidding and Award

The proposed Phase IA improvements will be bid as one (1) project, with the City's utilities undergrounding project in the North Beach area, as a Construction Management at Risk project with a Guaranteed Maximum Price at the 60 percent completion level. Bidding and award activities will be led by the City. Tetra Tech will conduct the following services during the bidding process.

1. Tetra Tech will work with the City staff to provide a master copy of the 60 % - Bid Set construction drawings and specifications in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to potential bidders via online plan distribution.

2. Support with addenda. Tetra Tech will respond to technical questions forwarded by the City for four (4) anticipated addenda as part of this scope of services. Tetra Tech will respond to questions using the Addendum Form for expedited response time and will generate necessary supporting documents, as applicable, and submit them to the City for distribution to registered plan holders.

3. Tetra Tech will attend the bid meeting at the City and prepare agenda.

4. Tetra Tech will coordinate with the selected contractor to obtain design input, which will be incorporated into the final set of plans for construction.

Task 10: Phase 1A Construction Administration Services

Task 10.1: Phase 1A Construction Administration (Water System)

During the construction phase, Tetra Tech will provide technical services support for the water main replacement improvements project. Tetra Tech will consult with and advise the City during construction of the water system. Daily construction observation will be performed by City staff. All instructions to the Contractor will be issued through the City's resident project representative or in writing on an as-needed basis. During the construction phase, Tetra Tech will:

1. Prepare conformed Contract Documents for the water main replacement improvements and attend one (1) pre-construction conference, prepare agenda and minutes.

2. Periodically visit the construction sites of the proposed water main improvements. The overall project is expected to have a total duration of up to 18 months including project kick-off, shop drawing review and substantial and final completion. Periodic observation will be conducted on a weekly basis during active construction which will necessitate a total of 78 site visits.

3. Attend up to 18 monthly progress meetings. Tetra Tech will be responsible for preparing meeting agendas and minutes for distribution, along with DCM.

4. Provide interpretation or clarification of the design documents during active construction (up to 18 months), when requested for approximately thirty requests for additional information.

5. Review shop drawings and other submittals up to two (2) times per submittal subject area for general conformance with the Contract Documents.

6. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

7. Assist the City's full time Project Inspector or Project Manager with review of test reports for soils, concrete and other materials.

8. Assist the City's Project Manager to evaluate claims made by the Contractor and prepare change orders as required.

9. Conduct substantial and final completion inspections and punch lists.

10. Prepare record drawings, incorporating changes made during construction, based on record information furnished by the Contractor and provide four (4) sets of prints and one (1) compact disk with an electronic version (PDF) of the documents and AutoCAD drawing files to the City. The record drawings will be tied into the State Plane Coordinate System to facilitate future integration with the City's GIS system.

11. Also, provide project certification to regulatory agencies certifying that the project is complete and in general conformance with permits issued.

Task 10.2: Phase 1A Construction Administration (Wastewater System)

The proposed force main improvements will be constructed with the water main improvements. During the construction phase, Tetra Tech will provide construction administration services for the force main within the right of way between Lift Station E-09 and the eastern right of way line of SR A1A. All instructions to the Contractor will be issued through the City. It is assumed this project will be constructed with the water main improvements in the area and attendance at the monthly construction progress meetings is already included in the scope of work for the water main project. During the construction phase, Tetra Tech will provide the following services to augment the services already being provided as part of the water main project:

1. Prepare conformed Contract Documents to include the force main improvements defined herein.

2. Provide interpretation or clarification of the force main design documents during active construction, when requested for approximately five requests for additional information.

3. Review shop drawings and other submittals up to two (2) times per submittal subject area for general conformance with the Contract Documents.

4. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

5. Assist the City's full time Project Inspector or Project Manager with review of test reports for soils, concrete and other materials.

6. Assist the City's Project Manager to evaluate claims made by the Contractor and prepare change orders as required.

7. Conduct substantial and final completion inspections and punch lists.

8. All testing reports and documentation is to be provided to the Consultant for review and adherence to lift station design criteria.

9. Prepare record drawings, incorporating changes made during construction for City and EPGMD based on record information furnished by the Contractor and provide five (5) sets of prints and one (1) compact disk with an electronic version (PDF) of the documents and AutoCAD drawing files to the City. The record drawings will be tied into the State Plane Coordinate System to facilitate future integration with the City's GIS system.

10. Also, provide project certification to regulatory agencies certifying that the project is complete and in general conformance with permits issued.

Task 11: Phase 1B Design

Task 11.1: Phase 1B Water Main Design

Tetra Tech will collect relevant information necessary for design of the water mains for Phase 1B, as described in Section I of this proposal. Information to be collected and reviewed for design considerations will include the following:

- As-builts for the Sheridan Street Bridge, including structural drawings of pilings and other members within the Intracoastal Waterway.
- As-builts for the sea walls along the Intracoastal Waterway, where it crosses Sheridan Street.
- As-builts for the boat bumper system within the Intracoastal Waterway under Sheridan Street.
- As-builts for the Dania Beach Bridge over A1A.
- As-builts for mast arms on Sheridan Street and A1A.
- Others.

The final design will result in preparation of the bid documents, plan and profile view engineering drawings for the areas along Sheridan Street and A1A, plan view only for the remaining areas, and technical specifications, which will be submitted to the City for review. Because of permitting requirements, the bid documents will show a plan and profile for the proposed water mains along Sheridan Street, SR A1A, and the Intracoastal crossings. The design will be predominantly PVC pipe installed by open trench construction. The design will include horizontal directional drills under the Intracoastal Waterway and A1A, along Sheridan Street, and along A1A, underneath the E Dania Beach Boulevard. As requested by City staff, this project will require two (2) reviews which will be at the 60% and 100% completion levels. The 60% water main improvements submittal will include plan view with connections and typical conflicts detailed, preliminary profiles, and a draft project manual. The 100% completion level will incorporate City comments and a final project manual. Three (3) sets of drawings and specifications will be provided to the City for each review. Also, an engineer's opinion of probable cost will accompany the 60% and 100% design documents. Subtasks, which will be performed include the following:

1. Prepare agenda, attend a kick-off meeting with the City, and prepare minutes.
2. Site Visit: Tetra Tech staff will visit the project site to observe existing conditions and evaluate the pipeline corridors.
3. Review the survey and available City record drawings to identify pipeline locations for the City's replacement water mains. The City will provide GIS information of City owned water, sewer and stormwater facilities in digital format.
4. Coordinate with the City to discuss the proposed pipeline locations and potential conflicts.

5. Prepare drawings in AutoCAD based on survey and geotechnical engineering base information. A preliminary list of drawings is presented below:

   General
   Cover Sheet and Index of Drawings
   General Notes, Legend, and Abbreviations
   Key Plan
   Overall Water Sampling Points Map

   Civil
   Plan and Profile Drawings for Sheridan Street at 1-in = 20-ft Scale Horizontal and Vertical (8 sheets)
   Plan and Profile Drawings for A1A from Sheridan Street to Balboa Street at 1-in = 20-ft Scale Horizontal and 1-in = 2-ft Vertical (12 sheets)
   Plan and Profile Drawings for Dania Beach Boulevard Bridge Crossing at 1-in = 20-ft Scale Horizontal and 1-in = 2-ft Vertical (1 sheet)
   Plan and Profile Drawings for Intracoastal Crossing at Polk/Arizona Streets sheets at 1-inch = 20-ft Scale Horizontal and 1-in = 2-ft Vertical (2 sheets)
   Double Plan Drawings at 1-inch = 20-ft Scale (8 sheets)
   Double Plan Drawings – Pavement Restoration at 1-inch = 20-ft Scale (20 sheets)
   Standard City Water Details (2 Sheets)
   Other Details (1 Sheet)
   Pollution Prevention Notes and Specs (1 sheet)
   Pollution Prevention Details (1 Sheet)
   Maintenance of Traffic Plan & Details (3 Sheets)

6. Attend design review meeting at 60% and 100% completion levels, prepare agenda and minutes.

7. Prepare an engineer's estimate of construction cost based on previous bid tabulations, vendor quotes, and estimates provided by Contractors. Cost estimate will be provided at the 60% and 100% completion level.

8. Pavement Restoration sheets will be prepared to meet Broward County requirements.

9. Prepare a comprehensive project manual to contain bidding, contract, general requirements (provided by the City) and technical specifications (Divisions 0 through 16) for competitive bidding. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.

Task 11.2: Phase 1B Wastewater System Design

This task includes preparation of the bid documents for the replacement of Lift Station E-09, and the remainder of the discharge force main replacement along SR A1A, from Balboa Street to Sherman Street.

The proposed force main will be designed to include a new flow meter, if required. The design will be predominantly pressure PVC pipe installed by open trench construction.

Lift station calculations will be developed for the following:

- Duplex lift station sizing calculations.
- Wet well sizing calculations.
- Discharge force main head loss calculations.
- Lift station cycle time.
- Wet well and valve vault flotation calculations.

As requested by City staff, this project will require two (2) reviews which will be at the 60% and 100% completion levels. Three (3) sets of drawings and specifications will be provided to the City for each review. Also, an engineer's opinion of probable cost will accompany the 60% and 100% design documents. The 100% completion level will incorporate City comments and comments received during permitting. Tasks to be conducted as part of this task include:

1. Site Visit: Tetra Tech staff will visit the project site with members of the City to observe existing conditions and the existing lift station site.

2. Prepare drawings in AutoCAD based on survey and geotechnical engineering base information. The preliminary list of drawings to be included in the Phase 1B bid package is presented below:

   General
   General Notes, Legend, and Abbreviations
   Key Plan

   Civil
   Lift Station E-09 Existing Site Plan
   Lift Station E-09 Demolition Plan
   Lift Station E-09 Grading and Site Plan
   Lift Station E-09 Mechanical Plan
   Lift Station E-09 Mechanical Section and Isometric
   Lift Station E-09 Meter Plan and Section
   Lift Station E-09 Piping Plan
   Force Main Plan and Profile Drawings at 1-inch = 20-ft Scale (13 sheets)
   Standard City Sewer Details (2 Sheets)
   Other details (1 Sheet)

   Electrical and Communication
   Electrical Legend
   Lift Station E-09 Electrical Site Plan
   Lift Station E-09 Hazardous Classification Plan and Section
   Lift Station E-09 Electrical Riser Diagram
   Lift Station E-09 Control Panel Layout
   Lift Station E-09 Control Panel Wiring Diagram (2 sheets)
   Lift Station E-09 Telemetry Panel Wiring Diagram

Lift Station E-09 Details (2 Sheets)
Lift Station E-09 Process Flow and Instrumentation Diagram

Structural
Structural General Notes
Lift Station E-09 Structural Plan and Section
Lift Station E-09 Meter Structural Plan and Section
Structural Details (1 Sheet)

3. Prepare technical specifications and modify the City's front-end specifications, as required.

4. Attend design review meeting at 60% and 100% completion levels, prepare agenda and minutes.

5. Control panel, power and control systems and Supervisory Control and Data Acquisition (SCADA) and Remote Terminal Unit (RTU) equipment per City standards.

6. Coordination with FPL for power supply and obtain FPL design of power supply before bid of the project.

7. Stand-by power generator system connection.

8. Prepare an engineer's estimate of construction cost based on previous bid tabulations, vendor quotes, and estimates provided by Contractors.

9. Prepare an engineer's estimate of construction cost based on previous bid tabulations, vendor quotes, and estimates provided by Contractors. Cost estimate will be provided at the 60% and 100% completion level.

10. Prepare a comprehensive project manual to contain bidding, contract, general requirements (provided by the City) and technical specifications (Divisions 0 through 16) for competitive bidding. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI) and prepared using Microsoft WORD®.

    Hillers Electrical Engineering will provide engineering services for electrical design.

Task 12: Phase 1B Permitting

Task 12.1: Phase 1B Water Permitting

The proposed water mains for this project will require multiple permits from the following agencies:

- FDEP, for water mains.
- Broward County Traffic and Highway Engineering Departments.
- Broward County Environmental Protection and Growth Management Department.
- the Army Corps of Engineers.

- Florida Department of Environmental Protection (for Coastal Construction Line).
- Florida Department of Transportation (FDOT).
- City of Hollywood Building Department.

Accordingly, Tetra Tech will perform the following tasks:

1. Schedule and attend preapplication meetings with the four regulatory agencies.
2. Prepare and submit permit applications. All permit application fees are to be paid by the City.
3. Prepare and submit attachments, plans, calculations, reports, and other documentation required by the permitting agencies.
4. Review and respond to "Requests for Additional Information" issued by the regulatory agencies and teleconferences with agency staff.
5. Prepare and submit up to four (4) water main clearance applications through the Florida Department of Health, for project clearance and certification. Clearance applications are budgeted based on receipt of a single Contractor submittal containing four (4) hardcopy sets and one (1) AutoCAD CD set of as-built drawings that depict the information required in the contract documents along with original passing bacteriological sample reports and signed passing pressure test forms. Tetra Tech will also review as-built drawings submitted for the clearance applications and provide comments for revisions by the contractor prior to submittal of the clearance applications.
6. After completion of construction, information required by the permitting agencies will be prepared and submitted. Information may include photos of completed construction, as-builts, and other information.

   Zephyr Engineering will provide support services for development applications review and wastewater projections.

<u>Task 12.2: Phase 1B Wastewater Permitting</u>

Tetra Tech will attend one preapplication meeting with Broward County and prepare and submit permit applications and supporting documentation necessary to obtain permits from the Broward County Environmental Protection and Growth Management Department (EPGMD) and City of Hollywood Building Department for the transmission system improvements from Lift Station E-01 to Lift Station E-02. Accordingly, Tetra Tech will perform the following tasks:

1. Coordinate and attend one preapplication meeting with Broward County and prepare meeting minutes.
2. Prepare and submit one (1) "Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System" [DEP Form 62-604.300(8) (a))] and one (1) "Application to Construct a Wastewater Collection/Transmission System" [Broward County Domestic Wastewater Licensing Program Form] to the EPGMD and respond to "Requests for Additional

Information" (RAI) issued by the regulatory agency. All permit application fees are to be paid by the CITY.

3. Prepare and submit two (2) signed and sealed sets of plans to the City of Hollywood Building Department for review and response to "Requests for Additional Information" (RAI) issued by the regulatory agency.

4. The City will be responsible for all permitting fees.

   Zephyr Engineering will provide support services for development applications review and wastewater projections.

Task 13: Phase 1B Bidding and Award

The proposed improvements will be bid as one (1) project. Bidding and award activities will be led by the City. Tetra Tech will conduct the following services during the bidding process.

1. Tetra Tech will work with the City staff to provide a master copy of the Bid Set construction drawings and specifications in electronic format (PDF). It is our understanding that the City will be responsible for distribution of bid packages to potential bidders via online plan distribution.

2. Support with addenda. Tetra Tech will respond to technical questions forwarded by the City for four (4) anticipated addenda as part of this scope of services. Tetra Tech will respond to questions using the Addendum Form for expedited response time and will generate necessary supporting documents, as applicable, and submit them to the City for distribution to registered plan holders.

3. Tetra Tech will attend the pre-bid meeting at the City and prepare agenda.

4. Tetra Tech will evaluate the bids, provide support for evaluation of the apparent low bidder's utilities contractor's qualifications for undertaking the utility work on the project, and provide a recommendation of award.

Task 14: Phase 1B Construction Administration Services

Task 14.1: Phase 1B Construction Administration (Water System)

During the construction phase, Tetra Tech will provide technical services support for Phase IB of the water main replacement improvements project. Tetra Tech will consult with and advise the City during construction of the water system. Daily construction observation will be performed by City staff. All instructions to the Contractor will be issued through the City's resident project representative or in writing on an as-needed basis. During the construction phase, Tetra Tech will:

1. Prepare conformed Contract Documents for the water main replacement improvements and attend one (1) pre-construction conference, prepare agenda and minutes.

2. Periodically visit the construction sites of the proposed water main improvements. The overall project is expected to have a total duration of up to 18 months including project kick-off, shop drawing review and substantial and final completion. Periodic observation will be conducted on a weekly basis during active construction which will necessitate a total of 78 site visits.

3. Attend up to 18 monthly progress meetings. Tetra Tech will be responsible for preparing meeting agendas and minutes for distribution.

4. Provide interpretation or clarification of the design documents during active construction (up to 18 months), when requested for approximately forty requests for additional information.

5. Review shop drawings and other submittals up to two (2) times per submittal subject area for general conformance with the Contract Documents.

6. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

7. Assist the City's full time Project Inspector or Project Manager with review of test reports for soils, concrete and other materials.

8. Assist the City's Project Manager to evaluate claims made by the Contractor and prepare change orders as required.

9. Conduct substantial and final completion inspections and punch lists.

10. Prepare record drawings, incorporating changes made during construction, based on record information furnished by the Contractor and provide four (4) sets of prints and one (1) compact disk with an electronic version (PDF) of the documents and AutoCAD drawing files to the City. The record drawings will be tied into the State Plane Coordinate System to facilitate future integration with the City's GIS system.

11. Also, provide project certification to regulatory agencies certifying that the project is complete and in general conformance with permits issued.

<u>Task 14.2: Phase 1B Construction Administration (Wastewater System)</u>

The proposed sanitary sewer improvements will be constructed with the City Water Main Replacement Program Project. During the construction phase, Tetra Tech will provide construction administration services for the rehabilitation of Lift Station E-09 and the remainder of the discharge force main from Lift Station E-09 along SR A1A from Balboa Street to Sherman Street. All instructions to the Contractor will be issued through the City. It is assumed this project will be constructed with the water main improvements in the area and attendance at the monthly construction progress meetings is already included in the scope of work for the water main project. During the construction phase, Tetra Tech will provide the following services to augment the services already being provided as part of the water main project:

1. Prepare conformed Contract Documents to include the force main and lift station improvements defined herein.

2. Periodically visit the construction sites of the proposed force main and lift station improvements. The overall project is expected to have a total duration of up to 18 months including project kick-off, shop drawing review and substantial and final completion. Periodic observation will be conducted on a weekly basis during active construction which will necessitate a total of 78 site visits.

3. Provide interpretation or clarification of the force main and lift station design documents during active construction, when requested for approximately 20 requests for additional information.

4. Review shop drawings and other submittals up to two (2) times per submittal subject area for general conformance with the Contract Documents.

5. Evaluate and determine the acceptability of substitute materials and equipment proposed by the Contractor.

6. Assist the City's full time Project Inspector or Project Manager with review of test reports for soils, concrete and other materials.

7. Assist the City's Project Manager to evaluate claims made by the Contractor and prepare change orders as required.

8. Conduct substantial and final completion inspections and punch lists.

9. All testing reports and documentation is to be provided to the Consultant for review and adherence to lift station design criteria.

10. Prepare record drawings, incorporating changes made during construction for City and EPGMD based on record information furnished by the Contractor and provide five (5) sets of prints and one (1) compact disk with an electronic version (PDF) of the documents and AutoCAD drawing files to the City. The record drawings will be tied into the State Plane Coordinate System to facilitate future integration with the City's GIS system.

11. Also, provide project certification to regulatory agencies certifying that the project is complete and in general conformance with permits issued.

Task 15: Allowance

An allowance of $150,000 will be included in this work order for additional services or unforeseen work, including design, subsurface utility investigations, environmental surveys or other services which may be required. The allowance must be requested and approved in writing by the City, prior to use.

Task 16: Reimbursable Expenses

An allowance of $10,000 will be included in this work order for additional services or unforeseen work, including design, subsurface utility investigations, or other services which may be required. The allowance must be requested and approved in writing by the City, prior to use.

III. COMPENSATION

The total Lump Sum fee for the Scope of Services described above is **$1,377,717. Attachment B** presents a detailed breakdown of the estimated hours and compensation for the Scope of Services. The approximate fee is split for water and wastewater utilities as shown below:

- Water - $973,083
- Wastewater - $400,634
- **Total - $1,377,717**

Task	Fee ($)
Task 1: Meetings and Coordination	13,376
Task 2: Data Collection, Review, Preliminary Design Memorandum	68,896
Task 3.1: Phase 1A Right of Way Surveying	6,039
Task 3.2: Phase 1B Right of Way Surveying	123,720
Task 3.3: Phase 1B Site Surveying (Lift Station E-09)	3,850
Task 4: Utilities Verification	18,795
Task 5: Subsurface Utilities Evaluation	76,505
Task 6: Geotechnical Investigation	111,822
Task 7.1: Phase 1A Water Main Design	69,306
Task 7.2: Phase 1A Force Main Design	2,566
Task 8.1: Phase 1A Water Permitting	24,719
Task 8.2: Phase 1A Wastewater Permitting	4,280
Task 9: Phase 1A Bidding and Award	13,288
Task 10.1: Phase 1A Construction Administration (Water System)	105,195
Task 10.2: Phase 1A Construction Administration (Wastewater System)	11,606
Task 11.1: Phase 1B Water Main Design	123,749
Task 11.2: Phase 1B Wastewater System Design	132,416
Task 12.1: Phase 1B Water Permitting	48,293
Task 12.2: Phase 1B Wastewater Permitting	20,045
Task 13: Phase 1B Bidding and Award	19,423
Task 14.1: Phase 1B Construction Administration (Water System)	133,309
Task 14.2: Phase 1B Construction Administration (Wastewater System)	82,519
Task 15: Allowance	150,000
Task 16: Reimbursable Expenses	10,000
Total	**1,377,717**

IV. SCHEDULE

The project schedule for the Scope of Services described in Section II shall be up to five years. A detailed schedule will be developed during the preliminary design portion of the project.

V. ASSUMPTIONS

1. This proposal is for design of Phase 1 only. Preliminary and detailed design and other services for the Phase 2 portion of this project will be provided as part of a future work order.
2. Design or rehabilitation of gravity sewers is not included in this work order.
3. Environmental services are not explicitly included in this proposal. If benthic surveys are required for the crossing of the Intracoastal Waterway, the additional services allowance task will be utilized for this work.
4. Other Permits - This proposal does not include permitting services for any permits not previously listed.
5. Costs for advertising the Project are to be paid by the City.
6. Obtaining easements on property for construction of the project or any work related to easements is not included in this scope. If easements are required, which will be identified during the preapplication meetings with the permitting agencies, services related to easements will approved in a separate work order.
7. Coordination with businesses or homeowners is not included in this scope and no time has been budgeted for attendance at any meetings not previously listed.
8. All construction related layout and record drawing survey work and geotechnical services, including materials testing and other services are to be provided by the Contractor. This pertains only to such work that is completed during the construction phase.
9. Hydraulic modeling of the water or wastewater systems. Any modeling will be completed by the City and results provided to Tetra Tech.
10. All permitting fees are to be paid by the City. No permitting through the City of Dania Beach is included.
11. Public involvement is excluded. All interactions with the public will be conducted by the City.
12. Services related to the stormwater improvements design, permitting, bidding and construction administration.
13. Additional services due to a bid protest or extensive review of bids beyond tabulation, review, and contacting references.
14. Extensive MOT design, permitting, and materials, beyond what is included in the Subsurface Utility Investigation task.
15. A significant part of the project design will be based on survey performed by others. Tetra Tech will reasonably rely upon this survey in completion of final design.

Price Proposal

Hollywood Beach Utility Improvem

Survey, Geotech, Utilities Verification, Public Involvement, Design, Permitting, and Bidding

Submitted to: City of Hollywood

Contract Type: Lump Sum

Labor Plan

9 Resource

Project Phases / Tasks	Total Labor Hrs	Sr Project Manager	Sr Engineer	Engineer IV	Engineer II	Engineer I	Engineering Designer	Sr Engineer (Structural)	Principal Engineer	Project Administrator
Bill Rate >		248.00	207.20	150.23	105.40	89.44	107.73	201.19	279.00	94.58
Proj Area >										
	6,117	245	1,062	552	1,331	857	1,807	110	54	99
Task 1 Meetings and Coordination	66	22	23	21	-	-	-	-	-	-
Task 2 Data Collection, Review, Preliminary Alternatives and D	335	10	32	27	94	172	-	-	-	-
Task 3.1 Phase1A ROW Surveying	-	-	-	-	-	-	-	-	-	-
Task 3.2 Phase 1B ROW Surveying	-	-	-	-	-	-	-	-	-	-
Task 3.3 Lift Station E-09 Survey	-	-	-	-	-	-	-	-	-	-
Task 4 Phase I Utilities Verification	181	-	-	1	22	38	120	-	-	-
Task 5 Subsurface Utility Evaluation	-	-	-	-	-	-	-	-	-	-
Task 6 Geotechnical Investigation	-	-	-	-	-	-	-	-	-	-
Task 7.1 Phase IA Water Main Design	513	36	90	16	162	-	189	-	-	20
Task 7.2 Phase 1A Force Main Design	19	1	4	-	8	-	6	-	-	-
Task 8.1 Phase IA Water Main Permitting	136	8	36	-	58	-	34	-	-	-
Task 8.2 Phase IA Wastewater Permiting	30	2	8	-	12	-	8	-	-	-
Task 9 Phase IA Bidding and Award	105	3	16	8	23	14	36	-	-	5
Task 10 Phase IA Construction Administration (Water)	700	29	256	23	213	55	102	10	-	12
Task 10.2 Phase IA Construction Administration (Wastewater)	96	2	-	37	6	30	19	-	-	2
Task 11.1 Phase IB Water Main Design	931	58	144	-	264	16	393	-	36	20
Task 11.2 Phase 1B Wastewater System Design	989	16	20	150	-	245	490	56	-	12
Task 12.1 Phase IB Water Permitting	395	8	66	-	130	87	100	-	-	4
Task 12.2 Phase IB Wastewater Permitting	145	4	15	18	31	32	44	-	-	1
Task 13 Phase IB Bidding and Award	139	2	19	12	33	20	48	-	-	5
Task 14.1 Phase IB Construction Administration (Water)	853	40	313	43	271	8	136	8	18	16
Task 14.2 Phase IB Construction Administration (Wastewater)	484	4	20	196	4	140	82	36	-	2
Task 13 Allowance	-	-	-	-	-	-	-	-	-	-
Task 14 Reimbursable Expenses	-	-	-	-	-	-	-	-	-	-
Totals	6,117	245	1,062	552	1,331	857	1,807	110	54	99

Price Summary / Totals

Task Pricing Totals	1,377,717
Specify Add'l Fees on Setup	0
Technology Use Fee	
Total Price	**1,377,717**

Pricing by Resource

Project Phases / Tasks	Labor	Subs / Allowance	Travel	Mat'ls & Equip	ODCs	Task Pricing Totals
	821,888	545,832	-	-	10,000	1,377,717
Task 1 Meetings and Coordination	13,376	-	-	-	-	13,376
Task 2 Data Collection, Review, Preliminary Alternatives and D	38,457	30,439	-	-	-	68,896
Task 3.1 Phase1A ROW Surveying	-	6,039	-	-	-	6,039
Task 3.2 Phase 1B ROW Surveying	-	123,720	-	-	-	123,720
Task 3.3 Lift Station E-09 Survey	-	3,850	-	-	-	3,850
Task 4 Phase I Utilities Verification	18,795	-	-	-	-	18,795
Task 5 Subsurface Utility Evaluation	-	76,505	-	-	-	76,505
Task 6 Geotechnical Investigation	-	111,822	-	-	-	111,822
Task 7.1 Phase IA Water Main Design	69,306	-	-	-	-	69,306
Task 7.2 Phase 1A Force Main Design	2,566	-	-	-	-	2,566
Task 8.1 Phase IA Water Main Permitting	19,219	5,500	-	-	-	24,719
Task 8.2 Phase IA Wastewater Permiting	4,280	-	-	-	-	4,280
Task 9 Phase IA Bidding and Award	13,288	-	-	-	-	13,288
Task 10 Phase IA Construction Administration (Water)	105,195	-	-	-	-	105,195
Task 10.2 Phase IA Construction Administration (Wastewater)	11,606	-	-	-	-	11,606
Task 11.1 Phase IB Water Main Design	127,749	-	-	-	-	127,749
Task 11.2 Phase 1B Wastewater System Design	117,744	14,672	-	-	-	132,416
Task 12.1 Phase IB Water Permitting	48,293	-	-	-	-	48,293
Task 12.2 Phase IB Wastewater Permitting	17,768	2,277	-	-	-	20,045
Task 13 Phase IB Bidding and Award	17,146	2,277	-	-	-	19,423
Task 14.1 Phase IB Construction Administration (Water)	133,309	-	-	-	-	133,309
Task 14.2 Phase IB Construction Administration (Wastewater)	63,788	18,731	-	-	-	82,519
Task 13 Allowance	-	150,000	-	-	-	150,000
Task 14 Reimbursable Expenses	-	-	-	-	10,000	10,000
Totals	821,888	545,832	-	-	10,000	1,377,717

ZEPHYR ENGINEERING
A Civil Engineering Firm
Tel: (786)302-7693 • Email: wilford@zephyrengineeringfl.com

January 8, 2021

Mr. Kenneth L. Caban, Vice President
Tetra Tech
Phone: (954)364-1752
Email: ken.caban@tetratech.com

RE: **Design & Construction Administration Services for**
Hollywood Beach Utility Improvements
Project No. 10-5106/18-7098
Hollywood, FL

Dear Mr. Caban,

Per your request, attached is a proposal for the above referenced project. If you agree to the terms of this proposal, please sign and date the last page, and this will serve as the contract between Zephyr Engineering and Tetra Tech.

Relevant Parties

1. Tetra Tech will be referred to as Client.
2. Zephyr Engineering will also be referred to as ZE.

Scope of Services

Zephyr Engineering will assist the design team by obtaining sanitary sewer flows from developments currently under construction, developments submitted to the City's Technical Advisory Committee (TAC) review process, and projects submitted for Pre-Application Conference (PACO). Zephyr Engineering will provide Client with a report listing the various developments, along with the associate proposed sanitary sewer flows. The work will be divided into two phases, which are described below.

During the permitting phase, Zephyr Engineering will submit plans to the City of Hollywood for permit review, and will coordinate review comments from the City to be addressed by Tetra Tech. Zephyr Engineering will also review plans after comments are addressed by Tetra Tech, to verify that all comments have been satisfactorily addressed.

Phase 1

Phase 1 includes the area between East Dania Beach Blvd and Sheridan Street, along SR A1A. The tasks to be performed by Zephyr Engineering are as follow:

ZEPHYR ENGINEERING
A Civil Engineering Firm
Tel: (786)302-7693 • Email: wilford@zephyrengineeringfl.com

COMPENSATION SUMMARY

Task	Cost
A) Obtain current and future development applications and zoning information	$ 3,500
B) Provide Tetra Tech with table of development flows to be used for Sanitary sewer design	$ 4,000
C) Submit plans to the City of Hollywood for permit review	$ 1,000
D) Review plans revised by Tetra Tech for re-submittal to the City of Hollywood	$ $4,000
Total Lump Sum	**$ 12,500**

Phase 2

Phase 2 includes the area between Sheridan Street & Johnson Street, along SR A1A. The tasks to be performed by Zephyr Engineering are as follow:

COMPENSATION SUMMARY

Task	Cost
A) Obtain current and future development applications and zoning information	$ 3,500
B) Provide Tetra Tech with table of development flows to be used for Sanitary sewer design	$ 4,000
Total Lump Sum	**$ 7,500**

ZEPHYR ENGINEERING
A Civil Engineering Firm
Tel: (786)302-7693 • Email: wilford@zephyrengineeringfl.com

Payment Schedule:
Client will be billed on a monthly basis based on percentage of progress completed.

LIMITATION OF LIABILITY: Client agrees that Zephyr Engineering's total liability to Client for any and all claims, losses, expenses or claim expenses as a result of this agreement from any cause or causes, shall not exceed the total amount of payments made to Zephyr Engineering. Such causes include but are not limited to Zephyr Engineering's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Approval
If you agree to the terms stated on this proposal, please sign, date and email a scanned copy of the signed proposal to me. This proposal shall serve as the binding contract between the client and Zephyr Engineering.

Wilford Zephyr: Wilford Zephyr _____ 1-8-21 _____
Signature Date

Client: _____ _____
Signature Date

5451 Pierce Street, Hollywood, FL 33021
website: zephyrengineeringfl.com

GIBBS LAND SURVEYORS

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

January 7, 2021

Ken Caban
Tetra Tech
450 N Park Road Suite 502
Hollywood FL 33021

RE: **City of Hollywood – North Beach Utility Improvements – Land Survey Services**

Dear Mr. Caban:

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

TASK 3.1 Phase 1A Right-of-Way Surveying:

1. Surf Road Right-of-Way from Balboa Street to Franklin Street. In addition, pavement markings along SR A1A, from Balboa Street to Franklin Street and from Douglas Street to Freedom Street, to augment survey by Calvin Giordano & Assoc.

TASK 3.1 Lump sum fee: $5,490.00

TASK 3.2 Phase 1B Right-of-Way Surveying:

1. Sheridan Street – from West Lake Drive, east to North Ocean Drive (A-1-A);
   Lump sum fee: $29,750.00
2. State Road A-1-A (N. Ocean Drive) from Sherman Street to Freedom Street;
   Lump sum fee: $11,275.00
3. State Road A-1-A (N. Ocean Drive) from Douglas Street to Franklin Street;
   Lump sum fee: $17,325.00
4. State Road A-1-A (N. Ocean Drive) from Balboa Street to 970 feet north of Dania Beach Blvd., just north of the bridge;
   Lump sum fee: $9,130.00
5. Surf Road, from Simms Street (Beach Park) to Franklin Street;
   Lump sum fee: $14,213.00
6. Greene Street from A-1-A to Surf Road;
   Lump sum fee: $900.00
7. Cambridge Street from A-1-A to approximately 625 feet east;
   Lump sum fee: $2,200.00
8. N 4th Terrace, from Camridge Street to approximately 275 south to the end;
   Lump sum fee: $900.00

9. Intracoastal waterway – a 50 foot corridor perpendicular to the waterway south of and adjacent to the north right-of-way line of Sheridan Street; Provide bathymetry (soundings) to the bottom of the waterway, collected in intervals of 5 feet, elevations in NAVD88 Datum and horizontal position in State Plane Coordinate System.
   Lump sum fee: $4,500.00

10. A topographic survey of a portion of Hollywood Marina (Polk Street), Intracoastal Waterway, and Arizona Street;
    Survey of an area 50 feet in width, a bathymetric survey (soundings) of full right-of-way of the Intracoastal Waterway at Polk Street Marina, the alignment of which shall be Arizona Street extended westerly, to include a 50 foot wide topographic survey of the Marina, grass surface, asphalt parking and above ground improvements and random elevations, approximately 130 feet west from the west Right-of-Way line of the Intracoastal Waterway; extending easterly along the Arizona street Right-of-Way width (40 feet) continuing across A-1-A easterly to include all of Arizona Street Right-of-Way to Surf Road.

Lump sum fee: $8,500.00

11. Provide 50 foot corridor topography, crossing A-1-A in line with the south bathymetric survey (above) to extend into North Beach Park 100 feet, with elevations, and locations to create a staging area for HDD.

Lump sum fee: $2,400.00

12. Provide Sketch and Description for water main.

Lump sum fee: $1,500.00

TASK 3.2 TOTAL FEES: $95,093.00

<u>Survey will consist of the following:</u>

1. Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage and type, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits, and any other visible improvements.
5. Provide cross-sections at 100 foot intervals to extend 5 feet beyond the Right-of-Way lines
6. Bathymetric survey: Soundings to the bottom of the waterway, collected in intervals of 5 feet, elevations in NAVD88 Datum and horizontal position in State Plane Coordinate System.

7. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits. Access to structures limited to a two-person effort without risk of damage from deteriorating grates. City assistance may be required.
8. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
9. Digital files shall delineate all field collected data as well as existing limits of referenced right-of-ways
10. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.
11. Deliverables: Standard AutoCAD (2019) files (.dwg files) and cross sections and topographic / elevations (.txt files) and signed and sealed copy of survey.

TASK 3.3 Phase 1B Right-of-Way Surveying:

1. Survey services will be performed by Gibbs Land Surveyors (Surveyor) and shall provide a topographic survey for Lift Station E-09 Site.

Lump sum fee: $3,500.00

2. Topographic Survey of all of North Beach Park – all paved areas, roadways, parking, drives, walkways, service roads & paths, all above ground structures and utilities, lightpoles, valve boxes, hand holes, signage and striping - search for water valves. Random elevations, highs & lows, storm drainage, sanitary sewer, rims and inverts. Trees and palms, with their diameter size and species.

Lump sum fee: $17,380.00

Survey will consist of the following:

1. Perform a topographic survey locating and identifying all visible existing above-ground and underground utilities (as marked in the field) within the above limits.
2. Locate and/or provide permanent construction controls on site in State Plane Coordinates (1983 adjustment) and vertical control based on the North American Vertical Datum of 1988 (NAVD88). Horizontal and vertical controls will be referenced to the Florida State Plane Coordinate system on the digital files.
3. Platted right-of-ways or easement and property boundaries shall be plotted on survey drawings for the project route.
4. Provide location of all existing buildings, concrete pads, valve boxes, water/electrical meter boxes, electrical pull boxes, telephone/cable risers, fences,

hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, hydrants, above-ground utilities, wood/concrete utility poles, overhead electrical lines, culverts, guardrails, pavement limits, pavement markings, traffic signage and type, headwalls, endwalls, manholes, vaults, driveways, right-of-way limits and any other visible improvements.

5. Provide random elevations throughout;
6. Provide rim and invert elevations and pipe size and type on all visible gravity sewer structures and/or outfalls (sanitary and storm drainage) within the above limits.

Access to structures limited to a two-person effort without risk of damage from deteriorating grates. City assistance may be required.

7. Provide location of vegetation and individual trees greater than four (4) inches in diameter.
8. Digital files shall delineate all field collected data as well as existing limits of referenced right-of-ways
9. The final survey map to be prepared at 1"=20' horizontal in a standard 22"x34" plan sheet format in include all topographic data listed above, right-of-way lines and property lines (GIS derived), baselines and platted right-of-way lines based upon existing monumentation and utilities verification and subsurface utility data, if provided.
10. Deliverables: Standard AutoCAD (2019) files (.dwg files) and topographic / elevations (.txt files) and signed and sealed copy of survey.

EXCLUSIONS:

This survey does not include the following:

1) **Deliverables that may be required by FDOT for Roadway design or milling and resurfacing; deliverables in MicroStation, GeoPak or AutoCAD Civil 3D**
2) **Deliverables of FDOT compatible "smart features" points;**
3) **Files in formats other than Autocad.**
4) **FDOT Primary Network Control**
5) **FDOT Baseline & Right-of-Way mapping**

Ken Caban
Tetra Tech
North Beach Utility Improvements
1/07/2021
Sheet 5

COMPENSATION SUMMARY:

1) **TASK 3.1 Survey.....$5,490.00**
2) **TASK 3.2 Survey.....$95,093.00**
3) **TASK 3.3 Survey..... $20,880.00**

TOTAL FEES:.....$121,463.00

Sincerely,

Stephen K. Seeley, (for the firm)

HILLERS ELECTRICAL ENGINEERING, INC.

January 7, 2021

Kenneth Caban, P.E.
Tetra Tech
4601 Sheridan Street, Suite 212
Hollywood, Florida 33021

Subject: City of Hollywood – Lift Stations No. E-1 and E-9 Rehabilitation

Dear Ken:

Hillers Electrical Engineering, Inc. (HEE) is pleased to provide Tetra Tech a proposal for the electrical, instrumentation & control, and SCADA design, permitting, bidding and construction services associated with the above referenced project.

Lift Station No. E-1 Design includes:

- FPL coordination
- New electrical service with underground feed, meter can, service disconnect, automatic transfer switch, a standby generator in sound attenuated non walk-in enclosure, pump station control panel, Remote Telemetry Unit (RTU), antenna mast, auto-dialer system, grounding, and submersible pump motors
- Instrumentation and control
- Wet well lighting and exhaust fan

Lift Station No. E-1 Design Phase includes:

- Preliminary Design Memo – Includes site visit, preliminary design, cost estimate and review meeting.

Lift Station No. E-9 Design includes:

- FPL coordination to upgrade the existing electrical service. FPL requires to upgrade the existing 240V, 3-phase service to a new 480V, 3-phase service when a new motor horsepower becomes larger than 20HP.
- New electrical service, meter can, service disconnect, manual transfer switch, generator receptacle, pump station control panel, Remote Telemetry Unit (RTU), antenna mast, grounding and submersible pump motors
- Instrumentation and control
- On-site lighting

Lift Station No. E-9 Design Phases include:

- Preliminary Design Memo – Includes site visit, preliminary design, cost estimate and review meeting.
- 60% Design – Drawings, specifications, cost estimate and review meeting
- 100 % Design - Drawings, specifications, and cost estimate
- Permitting – Assistance with permitting and drawing revision

23257 State Road 7, Suite 100, Boca Raton, Florida 33428 561-451-9165 Fax: 561-451-4886

- Bidding – Assistance with bidding and answering bidding questions from Contractors.

Lift Station No. E-9 Construction Service includes:

- Shop drawing review & approvals, RFI responses, (6) periodic site visits during construction, equipment testing, loop testing, start-up, final punch list inspection and prepare (As-Built) drawings

Our proposed lump sum fee for Lift Station No. E-1 Preliminary Design Memo is $ 6,336.
Our proposed lump sum fee for Lift Station No. E-9 design, permitting, bidding and construction services is $ 40,842.
Total fee for both Lift Stations No. E-1 and E-9 is $ 47,178.
Our fee breakdown is shown in the attached spreadsheet.

Sincerely,

Paul Hillers, P.E.

City of Hollywood – Lift Stations No. E-1 and E-9 Rehabilitation
HILLERS ELECTRICAL ENGINEERING, INC.
Scope Fee Breakdown -Design, Permitting, Bidding and Construction Services
Date: 1/7/2021

Rate	**$180.00**	**$153.00**	**$124.00**	**$113.00**	**$65.00**						
	Principal Eng.	Proj. Eng.	Engineer	Field Rep.	Secretarial					SUB-TOTAL	TOTAL
PHASE OF WORK	Hours	Hours	Hours	Hours	Hours			Sub-total	Expenses	TASK COST	TASK COST
LS E-1: Preliminary Design Memo											**$6,336.00**
FPL Coordination	4	16						20		**$3,168.00**	
Electrica/I&C Memo	3	10						13		**$2,070.00**	
Cost Estimate	1	2						3		**$486.00**	
Review Meeting		4						4		**$612.00**	
LS E-9: Preliminary Design Memo											**$6,336.00**
FPL Coordination	4	16						20		**$3,168.00**	
Electrica/I&C Memo	3	10						13		**$2,070.00**	
Cost Estimate	1	2						3		**$486.00**	
Review Meeting		4						4		**$612.00**	
LS E-9: 60% Design											**$7,434.00**
FPL Coordination	4	16						20		**$3,168.00**	
Electrica/I&C Design	3	14						17		**$2,682.00**	
Specification and Cost Estimate	2	4						6		**$972.00**	
Review Meeting		4						4		**$612.00**	
LS E-9: 100% Design											**$5,904.00**
FPL Coordination	2	6						8		**$1,278.00**	
Electrica/I&C Design	5	18						23		**$3,654.00**	
Specification and Cost Estimate	2	4						6		**$972.00**	
LS E-9: Permitting											**$2,070.00**
Permitting Assistance and Drawing Revision	3	10						13		**$2,070.00**	
LS E-9: Bidding											**$2,070.00**
Bidding Assistance and Answer RFI	3	10						13		**$2,070.00**	
LS E-9: Construction Services											**$17,028.00**
Shop Drawing Review	8	36						44		**$6,948.00**	
RFI Responses	4	8						12		**$1,944.00**	
Site Inspections w/ Report (6x)		30						30		**$4,590.00**	
Start-up		12						12		**$1,836.00**	
Final Punch List Inpsections		6						6		**$918.00**	
As-Built	1	4						5		**$792.00**	
Total Hours	53	246									
	$9,540.00	**$37,638.00**						**$47,178.00**			**$47,178.00**

GEOTECHNICAL
MATERIAL TESTING
INSPECTION SERVICES

February 7, 2019, R6 1/7/2021

Tetra Tech | US Infrastructure Division
450 N Park Road
Suite 502
Hollywood, FL 33021
Attn: Mr. Kenneth L. Caban, P.E., VP
email: ken.caban@tetratech.com

Re: Proposal for Geotechnical Services
Water Improvements
City of Hollywood
Broward County, Florida
TSF Proposal No. 1902-102

Dear Kenneth:

TSF is pleased to submit this proposal for providing subsurface exploration at the site of the proposed water line improvements. This proposal includes a summary of our understanding of the project, an outline of our proposed scope of work, an estimate of the total job cost, and our anticipated schedule for completion of the work.

PROJECT INFORMATION

Based on the information provided to this office we understand that the waterline improvements are being designed for multiple roadways in the City of Hollywood. See the location plan herein for proposed improvement roadway locations. In addition to the roadway water lines, directional drill is proposed under Dania Beach Blvd, and a subaqueous crossing of the intercoastal waterway is proposed along Sheridan Roadway and Azalea/Polk Street (no current roadway).

PROPOSED SCOPE OF WORK

Based on our experience in this area, we propose to perform borings along the roadways for the waterline, on a typical frequency of one boring per 500 lineal feet. Standard Penetration Testing (SPT) borings are proposed as noted in Table 1 below.

Table 1 – Proposed Field Testing	
Location	**Proposed Services**
Waterline along the Roadways -	Fifty-Eight (58) SPTs to 6 feet below the roadway surface (348 LF)
Subaqueous Crossing Sheridan Street	Two (2) locations on land - SPTs to 75' One (1) location on land – SPT to 20' for the drill pit. Two (2) locations on water – SPTs to 75' below mudline (estimated to be 20 feet deep (30 LF 0-50 and 45 LF 50-100 each water boring)
Subaqueous Crossing Polk/Azalea Street	Two (2) locations on land - SPTs to 75' One (1) location on land – SPT to 20' for the drill pit. Two (2) locations on water – SPTs to 75' below mudline (estimated to be 20 feet deep (30 LF 0-50 and 45 LF 50-100 each water boring)
FDOT Roadway	Thirty (30) Asphalt Cores, with asphalt and base checks
Note - obtaining a permit for water borings is not part of TSF's Scope.	

Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, some laboratory testing and visual classifications will be performed on selected samples.

The results of all drilling and laboratory testing will be evaluated by a geotechnical engineer. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions and a discussion of some construction considerations.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above is determined on a unit fee basis, and that the work is performed pursuant to the agreement with Tetra Tech, including their General Conditions.

On the basis of the quantities of tests noted, the not to exceed fee will be $**101,656.00.**

Our estimate covers the work needed to present our findings and recommendations in a report form. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated cost previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within two to three weeks of project approval (weather permitting) and fieldwork is expected to take about two weeks to complete. The written report can be submitted within 2 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,
TSF

Harmon C. Bennett, P.E.
Principal Engineer

Ramakumar Vedula, P.E.
Principal Engineer

Attachments:

General Terms and Conditions
Fee Estimate
List of Coordinates
Boring Location Plan (7 Pages)

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:
	Phone :

Tierra South Florida's General Conditions:

SCOPE OF WORK: Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.

RIGHT-OF-ENTRY - The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur; the correction of which is not part of this agreement.

DAMAGE TO EXISTING MAN-MADE OBJECTS - The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF' attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.

IN-PLACE MATERIALS TESTING - TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.

SAMPLE RETENTION - TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.

DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES) - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.

The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.

STANDARD OF CARE - Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.

Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.

ORAL AGREEMENTS - No oral agreement, guarantee, promise, representation or warranty shall be binding.

OWNERSHIP OF DOCUMENTS - All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.

BASIS OF PAYMENT - Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.

If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.

In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.

This contract shall be governed by the laws of the State of Florida.

CONSTRUCTION REVIEW - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.

INDEMNIFICATION - TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.

LIMITATION OF LIABILITY - The Client/Owner agrees to limit TSF' liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed $50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF negligent professional acts, errors or omissions.

If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of $1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.

INSURANCE - TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.

Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.

Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.

TERMINATION - This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.

CLIENT'S OBLIGATION TO NOTIFY TSF - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.

HAZARDOUS MATERIALS - This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial _____

TIERRA SOUTH FLORIDA, INC.

	Unit	Land	Water	# of Units	Unit Price	Land	Water	Total	
I. FIELD INVESTIGATION									
On-Land Borings - for Subaqueous									
Mobilization of Men and Equipment									
Truck-Mounted Equipment	Trip	3		3	$ 400.00	$ 1200.00	$ 0.00	$ 1,200.00	
Support Vehicle	Trip	6		6	$ 150.00	$ 900.00	$ 0.00	$ 900.00	
Standard Penetration Test Borings									
(By Truck-Mounted Equipment)									
0 - 50 ft depth	L.F.	240		240	$ 12.00	$ 2880.00	$ 0.00	$ 2,880.00	
50 - 100 ft depth	L.F.	100		100	$ 14.00	$ 1400.00	$ 0.00	$ 1,400.00	
Grout-Seal Boreholes									
(By Truck-Mounted Equipment)									
0 - 50 ft depth	L.F.	240		240	$ 5.50	$ 1320.00	$ 0.00	$ 1,320.00	
50 - 100 ft depth	L.F.	100		100	$ 6.50	$ 650.00	$ 0.00	$ 650.00	
Casing						0.00	0.00		
(By Truck-Mounted Equipment)						0.00	0.00		
0 - 50 ft depth	L.F.	240		240	$ 10.00	$ 2400.00	$ 0.00	$ 2,400.00	
50 - 100 ft depth	L.F.	100		100	$ 12.00	$ 1200.00	$ 0.00	$ 1,200.00	
Aspphalt Cores	EA	30		30	$ 150.00	$ 4500.00	$ 0.00	$ 4,500.00	
Maintenance of Traffic	Day	1		1	$ 1,200.00	$ 1200.00	$ 0.00	$ 1,200.00	
On-Water Borings - for Subaqueous									
Barge Mobilization	EA		1	1	$ 15,000.00	$ 0.00	$ 15000.00	$ 15,000.00	
Barge Mounted Equipment	Day		4	4	$ 6,000.00	$ 0.00	$ 24000.00	$ 24,000.00	
Support Boat	Day		8	8	$ 500.00	$ 0.00	$ 4000.00	$ 4,000.00	
Support Vehicle	Day		8	8	$ 150.00	$ 0.00	$ 1200.00	$ 1,200.00	
Crane Rental	Day		2	2	$ 2,000.00	$ 0.00	$ 4000.00	$ 4,000.00	
Standard Penetration Test Borings									
(By Barge-Mounted Equipment)									
0 - 50 ft depth	L.F.		120	120	$ 15.60	$ 0.00	$ 1872.00	$ 1,872.00	
50 - 100 ft depth	L.F.		180	180	$ 18.20	$ 0.00	$ 3276.00	$ 3,276.00	
Grout-Seal Boreholes									
(By Barge-Mounted Equipment)									
0 - 50 ft depth	L.F.		120	120	$ 7.15	$ 0.00	$ 858.00	$ 858.00	
50 - 100 ft depth	L.F.		180	180	$ 8.45	$ 0.00	$ 1521.00	$ 1,521.00	
Casing									
(By Barge-Mounted Equipment)									
0 - 50 ft depth	L.F.		120	120	$ 13.00	$ 0.00	$ 1560.00	$ 1,560.00	
50 - 100 ft depth	L.F.		180	180	$ 15.60	$ 0.00	$ 2808.00	$ 2,808.00	
Water Line SPT Borings									
(By Truck-Mounted Equipment)									
0 - 50 ft depth	L.F.	348		348	$ 12.00	$ 4176.00	$ 0.00	$ 4,176.00	
Maintenance of Traffic	Day	5		5	$ 1,200.00	$ 6000.00	$ 0.00	$ 6,000.00	
Boring Permit (note water permit by Client)	LS	1		1	$ 700.00	$ 700.00	$ 0.00	$ 700.00	
									88621.00
II. LABORATORY TESTING									
Visual Examination by Staff Engineer	Hour	8	2	10	$ 85.00	$ 680.00	$ 170.00	$ 850.00	
Natural Moisture Content Tests	Test	8	2	10	$ 20.00	$ 160.00	$ 40.00	$ 200.00	
Full Grain-Size Analysis - (8 sieves)	Test	4	1	5	$ 75.00	$ 300.00	$ 75.00	$ 375.00	
Grain-Size Analysis - Single Sieve	Test	4	1	5	$ 25.00	$ 100.00	$ 25.00	$ 125.00	
Organic Content Tests	Test	4	1	5	$ 50.00	$ 200.00	$ 50.00	$ 250.00	
Atterberg Limit Tests	Test	4	1	5	$ 80.00	$ 320.00	$ 80.00	$ 400.00	
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	2	2	4	$ 185.00	$ 370.00	$ 370.00	$ 740.00	2,940.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES									
Site Recon./Utility Coordination/Obtain Permit									
Sr. Engineering Technician	Hour	16	12	28	$ 65.00	$ 1040.00	$ 780.00	$ 1,820.00	1,820.00
IV. ENGINEERING AND TECHNICAL SERVICES									
Principal Engineer	Hour	2	1	3	$ 145.00	$ 290.00	$ 145.00	$ 435.00	
Senior Geotechnical Engineer	Hour	8	8	16	$ 125.00	$ 1000.00	$ 1000.00	$ 2,000.00	
Engineer, P.E.	Hour	18	14	32	$ 115.00	$ 2070.00	$ 1610.00	$ 3,680.00	
Draftsperson	Hour	20	16	36	$ 60.00	$ 1200.00	$ 960.00	$ 2,160.00	8,275.00
TOTAL FEE FOR GEOTECHNICAL SERVICES						**$ 36,256.00**	**$ 65,400.00**	**$ 101,656.00**	**101,656.00**

List of Coordinates

Name	Latitude	Longitude	Name	Latitude	Longitude
B-01	26.04180113	-80.11394598	B-41	26.03896807	-80.11428711
B-02	26.04299194	-80.11377711	B-42	26.03783997	-80.11437554
B-03	26.04429091	-80.11357744	B-43	26.04084082	-80.11489273
B-04	26.04568913	-80.11336701	B-44	26.03948675	-80.11494287
B-05	26.04696108	-80.11317753	B-45	26.03810566	-80.11500321
B-06	26.04808801	-80.11289917	B-46	26.03701615	-80.11402192
B-07	26.04880048	-80.11276386	B-47	26.03698432	-80.11472179
B-08	26.05001788	-80.1125148	B-48	26.03673384	-80.11510346
B-09	26.05110956	-80.11237663	B-49	26.03537112	-80.11521363
B-10	26.04809034	-80.11327898			
B-11	26.0480595	-80.11413883			
B-12	26.04864957	-80.11318481	B-52	26.03419098	-80.11565225
B-13	26.04860202	-80.1142647	B-53	26.03417068	-80.11676178
B-14	26.04916415	-80.11317094	B-54	26.03411664	-80.11826134
B-15	26.04915192	-80.11412062	B-55	26.03404458	-80.11977103
B-16	26.04974985	-80.11297662	B-56	26.03398172	-80.12131064
B-17	26.0496848	-80.1141466	B-57	26.03398198	-80.12283978
B-18	26.0503095	-80.11295241	B-58	26.03391	-80.12436946
B-19	26.050235	-80.11405251	B-59	26.03384648	-80.12580912
B-20	26.05081493	-80.11291862	B-60	26.03385603	-80.12738816
B-21	26.05075848	-80.11401858			
B-22	26.05137397	-80.11279446			
B-23	26.05132759	-80.11406428			
B-24	26.05212157	-80.11396835			
B-25	26.05264535	-80.1139844			
B-26	26.05217322	-80.11355813			
B-27	26.05293157	-80.11354243			
B-28	26.05353956	-80.11403766			
B-29	26.05287352	-80.11438253			
B-30	26.05183535	-80.11441032			
B-31	26.05046323	-80.11446062			
B-32	26.04908232	-80.11455096			
B-33	26.04772765	-80.11450116			
B-34	26.04633759	-80.11457158	BB-1 (75')-Land	26.03408714	-80.11785273
B-35	26.04493857	-80.11465206	BB-2 (75')-Water	26.03409199	-80.11752013
B-36	26.0435307	-80.11476258	BB-3 (75')-Water	26.03406775	-80.11710707
B-37	26.04223984	-80.11481226	BB-4 (75')-Land	26.03410168	-80.11675302
B-38	26.0409644	-80.11443203	BB-5 (75')-Land	26.01435373	-80.11855633
B-39	26.03938529	-80.11459382	BB-6 (75')-Water	26.01438984	-80.11826374
B-40	26.0403128	-80.11418705	BB-7 (75')-Water	26.01442614	-80.11798128
			BB-8 (75') Land	26.01442355	-80.11766941
			SPT-1 (20')-Land	26.05297177	-80.11450935
			SPT-2 (20')-Land	26.01430971	-80.1188754

Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

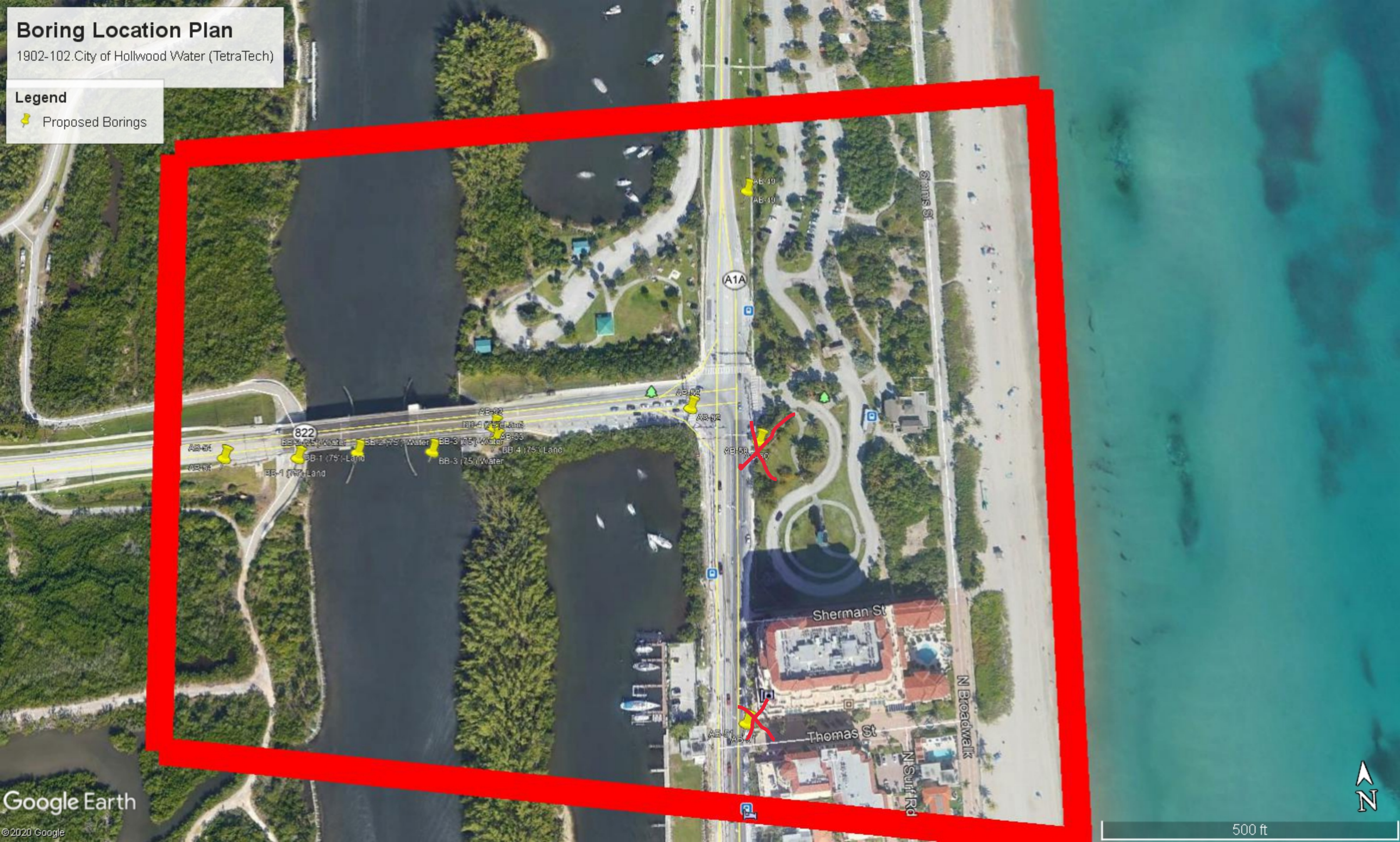
Proposed Borings

Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

Proposed Borings

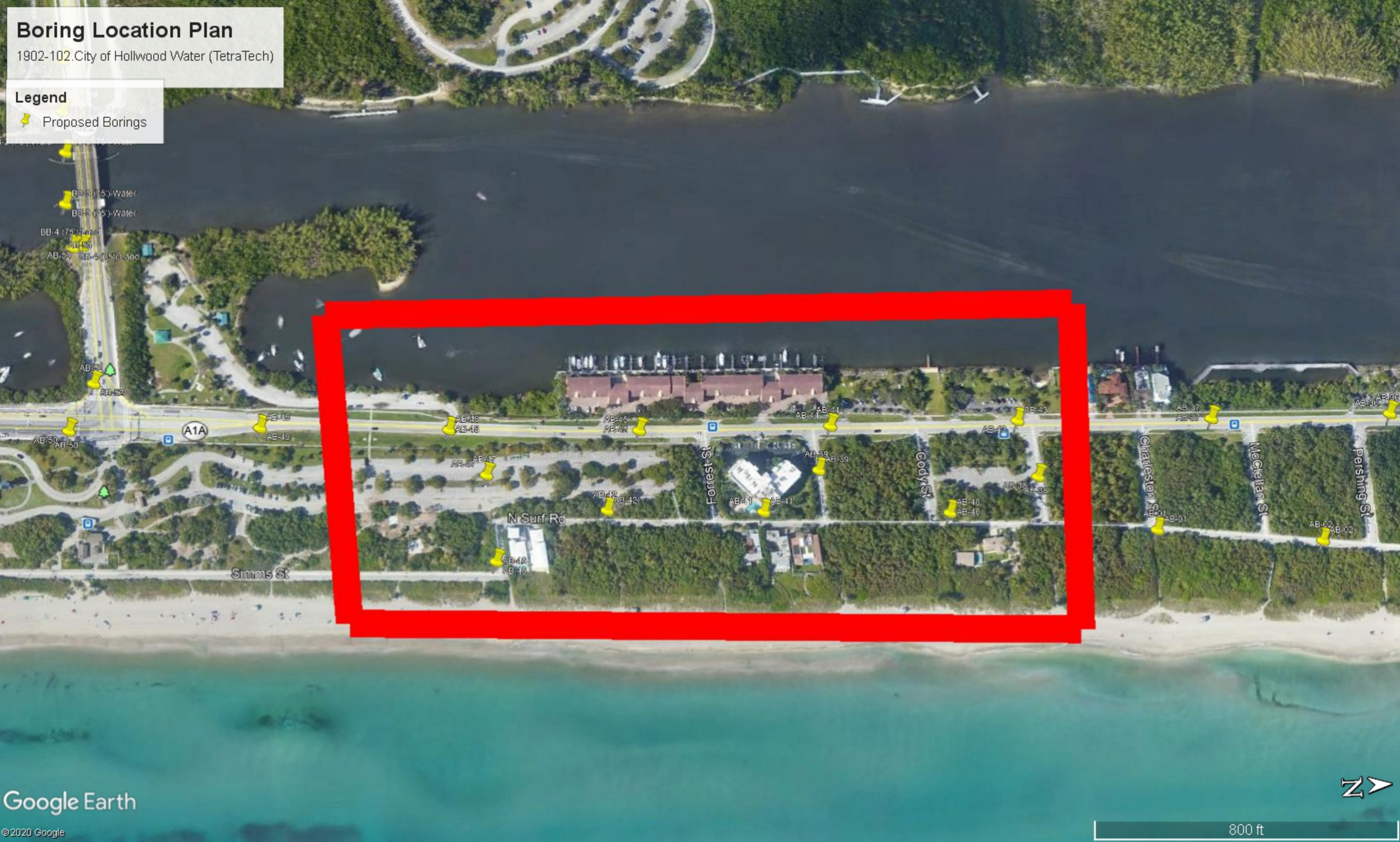


Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

Proposed Borings



Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

- Proposed Borings

Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

Proposed Borings

Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

Proposed Borings

Boring Location Plan

1902-102.City of Hollwood Water (TetraTech)

Legend

Proposed Borings

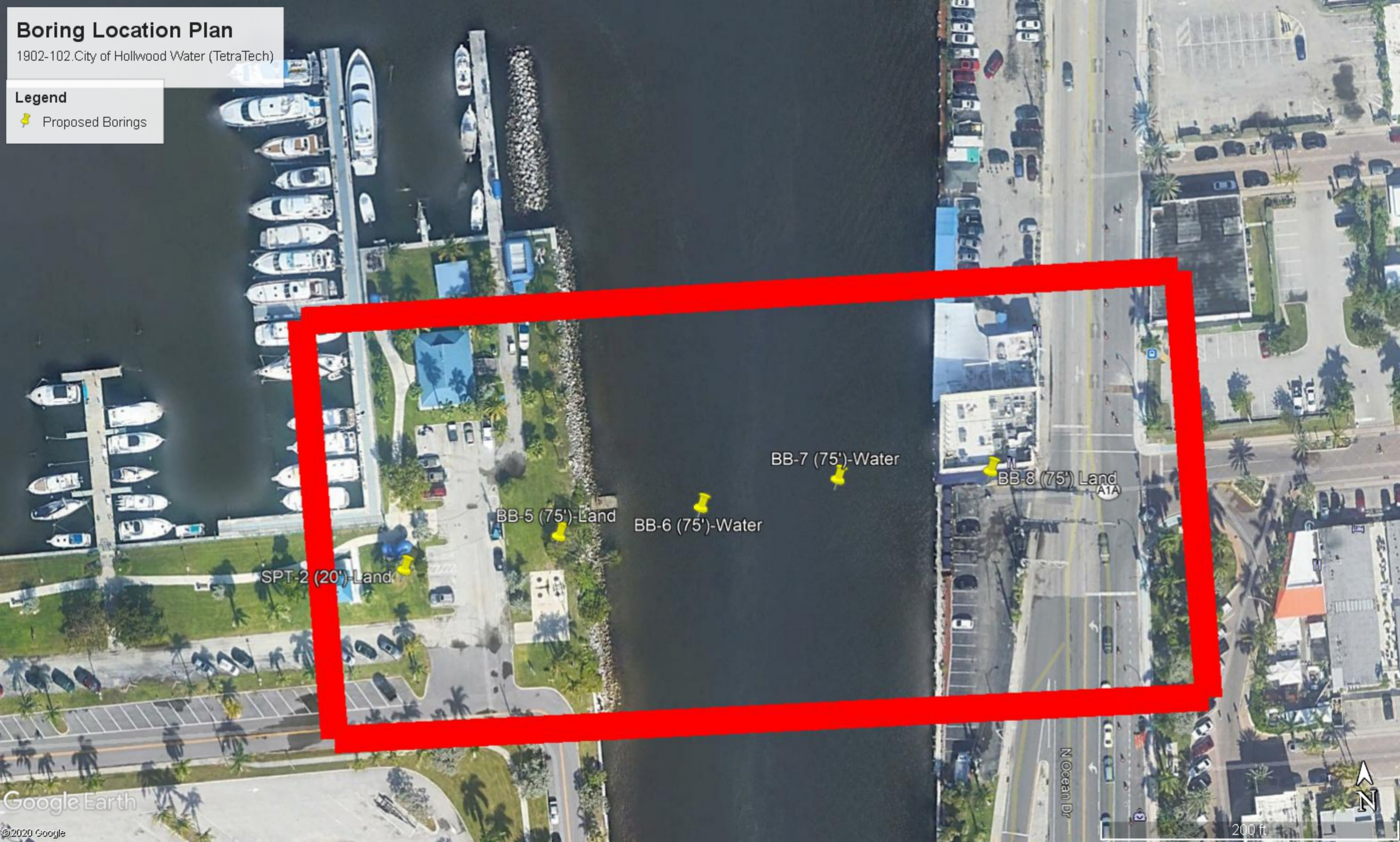


EXHIBIT “C”
CONSULTANT’S RATE SCHEDULE

EXHIBIT C

Tetra Tech, Inc.

City of Hollywood, Florida

Design and Construction Administration Services for Hollywood Beach Utility Improvements

Consultant's Hourly Rate Schedule

January 2021

Position/Titles	Raw Labor Rates Minimum	Raw Labor Rates Maximum	Direct Labor Rate Multiplier	Raw Labor Rates x Multiplier Minimum	Raw Labor Rates x Multiplier Maximum
Project Management					
Sr Project Manager	$ 65.00	$ 83.00	3.1	$ 201.50	$ 257.30
Project Manager	$ 45.00	$ 70.00	3.1	$ 139.50	$ 217.00
Engineers					
Principal Engineer	$ 79.00	$ 99.00	3.1	$ 244.90	$ 306.90
Sr. Engineer	$ 60.00	$ 90.00	3.1	$ 186.00	$ 279.00
Engineer V	$ 45.00	$ 63.00	3.1	$ 139.50	$ 195.30
Engineer IV	$ 35.00	$ 49.00	3.1	$ 108.50	$ 151.90
Engineer III	$ 32.00	$ 42.00	3.1	$ 99.20	$ 130.20
Engineer II	$ 30.00	$ 36.00	3.1	$ 93.00	$ 111.60
Engineer I	$ 25.00	$ 32.00	3.1	$ 77.50	$ 99.20
Scientists					
Scientist VI	$ 52.00	$ 71.00	3.1	$ 161.20	$ 220.10
Scientist V	$ 40.00	$ 40.00	3.1	$ 124.00	$ 124.00
Scientist IV	$ 29.00	$ 40.00	3.1	$ 89.90	$ 124.00
Scientist III	$ 25.00	$ 34.00	3.1	$ 77.50	$ 105.40
Scientist II	$ 23.00	$ 29.00	3.1	$ 71.30	$ 89.90
Scientist I	$ 22.00	$ 25.00	3.1	$ 68.20	$ 77.50
Design Professionals					
Sr CAD/Eng Designer II	$ 39.00	$ 52.00	3.1	$ 120.90	$ 161.20
Sr CAD/Eng Designer I	$ 26.00	$ 40.00	3.1	$ 80.60	$ 124.00
CAD/Engineering Designer III	$ 24.00	$ 33.00	3.1	$ 74.40	$ 102.30
CAD/Engineering Designer II	$ 18.00	$ 24.00	3.1	$ 55.80	$ 74.40
CAD/Engineering Designer I	$ 16.00	$ 21.00	3.1	$ 49.60	$ 65.10
Surveyors					
Sr Land Surveyor	$ 45.00	$ 58.00	3.1	$ 139.50	$ 179.80
Land Surveyor	$ 30.00	$ 42.00	3.1	$ 93.00	$ 130.20
Survey Crew Chief	$ 26.00	$ 39.00	3.1	$ 80.60	$ 120.90
Survey Tech	$ 17.00	$ 30.00	3.1	$ 52.70	$ 93.00
Architects					
Architectural Program Mgr	$ 66.00	$ 86.00	3.1	$ 204.60	$ 266.60
Sr Architect	$ 57.00	$ 77.00	3.1	$ 176.70	$ 238.70
Architect	$ 37.00	$ 57.00	3.1	$ 114.70	$ 176.70
Construction Professionals					
Construction Project Rep	$ 22.00	$ 42.00	3.1	$ 68.20	$ 130.20
Construction Manager II	$ 50.00	$ 70.00	3.1	$ 155.00	$ 217.00
Construction Manager I	$ 38.00	$ 54.00	3.1	$ 117.80	$ 167.40
Construction Administrator	$ 23.00	$ 39.00	3.1	$ 71.30	$ 120.90
GIS Analysts					
Sr Analyst	$ 30.00	$ 65.00	3.1	$ 93.00	$ 201.50
Project Analyst II	$ 24.00	$ 40.00	3.1	$ 74.40	$ 124.00
Project Analyst I	$ 18.00	$ 28.00	3.1	$ 55.80	$ 86.80
Project Administration					
Sr Project Administrator	$ 27.00	$ 35.00	3.1	$ 83.70	$ 108.50
Project Administrator	$ 15.00	$ 32.00	3.1	$ 46.50	$ 99.20
Project Assistant	$ 12.00	$ 22.00	3.1	$ 37.20	$ 68.20
Subconsultant Administration Fee					***Cost + 10%***

EXHIBIT “D”
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/13/2021

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

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

PRODUCER
Aon Risk Insurance Services West, Inc.
Los Angeles CA Office
707 Wilshire Boulevard
Suite 2600
Los Angeles CA 90017-0460 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURED
Tetra Tech, Inc.
450 North Park Road, Suite 502
Hollywood FL 33021 USA

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lexington Insurance Company	19437
INSURER B:	Zurich American Ins Co	16535
INSURER C:	American International Group UK Ltd	AA1120187
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 570085756658 **REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X X,C,U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL0181740602	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 1857085 02	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $100,000			62785232	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC254061602 WC185708702	10/01/2020 10/01/2020	10/01/2021 10/01/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Env Contr Prof			028182375 Prof/Poll Liab SIR applies per policy terms & conditions	10/01/2019	10/01/2021	Each Claim Agggregate	$1,000,000 $1,000,000

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

RE: Job Description: Hollywood Beach Utility Improvements, Project No. 10-5106/18-7098. City of Hollywood is included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies as required by written contract. Stop Gap Coverage for the following states: OH, ND, WA, WY.

CERTIFICATE HOLDER

City of Hollywood
2600 Hollywood Blvd., Room 221
Hollywood FL 33020 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West, Inc.

Holder Identifier : 2FGZ

Certificate No : 570085756658

©1988-2015 ACORD CORPORATION. All rights reserved.

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL ENDORSEMENT

This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.
WC 1857087-02

Endorsement No.
Premium $

Insurance Company
ZURICH AMERICAN INSURANCE COMPANY

(Ed. 01-13) Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission.
© 2012 Copyright National Council on Compensation Insurance, Inc. All Rights Reserved.

Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO 1817406-02	10/01/2020	10/01/2021		75272000	**INCL**	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Blanket Notification to Others of Cancellation or Non-Renewal

ZURICH®

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 1857085-02	10/01/2020	10/01/2021		75272000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;

2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and

3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or

2. At least 30 days prior to the effective date of:

a. Cancellation, if cancelled for any reason other than nonpayment of premium; or

b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;

2. Negate the cancellation or non-renewal; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

ENDORSEMENT

This endorsement, effective 12:01 AM 10/01/2019

Forms a part of policy no.: 028182375

Issued to: TETRA TECH, INC., ET AL

By: LEXINGTON INSURANCE COMPANY

ADVICE OF CANCELLATION TO ENTITIES OTHER THAN THE NAMED INSURED LIMITED TO E-MAIL NOTIFICATION

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non payment of premium, and

1. The cancellation effective date is prior to this policy's expiration date;

2. The **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)"); and has provided to the **Insurer**, either directly or through its broker of record, the email address of the contact at such entity,

and the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to such Certificate Holders.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.