

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: July 8, 2026

Presenter's Name and Title: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng Huo, Ph.D., P.E., BCEE, Assistant Director of Utilities

Temp. Reso. Number: 8741

Item Description: TEMP. RESO. #R8741, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN HAZEN AND SAWYER, P.C., AND THE CITY OF MIRAMAR ENTITLED "WWRF MONITORING WELL NO.1 ("MW-1") REHABILITATION ASSISTANCE," IN AN AMOUNT OF \$45,670.00 TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES TOWARDS THE REHABILITATION OF MW-1, FOR A TOTAL EXPENDITURE OF \$91,130.00 FOR FISCAL YEAR 2026. *(Utilities Assistant Director Jinsheng Huo and Procurement Director Alicia Ayum)*

Consent Resolution Ordinance Quasi-Judicial Public Hearing

Instructions for the Office of the City Clerk: N/A

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____ (fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. _____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes No


REMARKS: Funding of \$45,670 is available in the CIP Account 410-55-810-535-000-606502-52093 "CIP-Plan/Design/Eng".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8741**
 - **Exhibit A:** Amendment No.2 with Hazen and Sawyer, P.C.
- **Attachment(s)**
 - **Attachment 1:** Original Agreement for WWRF MW-1 Rehabilitation Assistance
 - **Attachment 2:** Amendment No.1 for WWRF MW-1 Rehabilitation Assistance



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners
FROM: Dr. Roy L. Virgin, City Manager 
BY: Francois Domond, P.E., Director of Utilities
DATE: July 2, 2026
RE: Temp. Reso. No. 8741 Amendment No.2 for WWRF MW-1 Rehabilitation Assistance

RECOMMENDATION: The City Manager recommends approval of Amendment No.2 to the agreement with Hazen and Sawyer, P.C. titled "WWRF Monitoring Well No.1 ("MW-1") Rehabilitation Assistance" in an amount of \$45,670 to provide additional professional services towards the rehabilitation of MW-1, bringing the total expenditure with the vendor to a total of \$91,130 for Fiscal Year 2026.

ISSUE: City Commission approval is required for expenditures exceeding \$75,000 in accordance with City Code Section 2-412(a)(1).

BACKGROUND: The Utilities Department is responsible for the maintenance, repair and improvement of the water and sewer infrastructure throughout the City. The City must complete the rehabilitation of the Monitoring Well No.1 at the Wastewater Reclamation Facility ("WWRF") as required by the Florida Department of Environmental Protection ("FDEP").

DISCUSSION: This item (Amendment No.2) is for Hazen and Sawyer, P.C. ("Hazen") to provide additional professional services, including engineering services during the well rehabilitation process, and permitting assistance and reporting as related to the FDEP. The proposed amount is \$45,670, which brings the total expenditure to \$91,130 for Fiscal Year 2026. The total expenditure for the project will be \$139,329. This Amendment No.2 will allow Hazen to provide professional services to assist All Webbs Enterprises, Inc. ("All Webbs") with their rehabilitation field work for completion of the Wastewater Reclamation Facility Deep Wells Mechanical Integrity Testing and Monitoring Well No. 1 Rehabilitation

project. All Webbs' contract is under a separate agenda item (TR8733) pending the approval from the City Commission.

A breakdown of the MW-1 Rehabilitation Assistance Project is shown on Table 1 and a breakdown of the purchases for FY 2026 with Hazen is shown below on Table 2.

Table 1. Breakdowns of the MW-1 Rehabilitation Assistance Project Agreement (Hazen and Sawyer, P.C.)

Date	Description	Amount
12/7/2023	Original agreement	\$33,019 (approved under Reso 24-49)
8/7/2024	Amendment No.1	\$60,640 - under CM Authority)
<i>This item</i>	<i>Amendment No.2</i>	<i>\$45,670</i>
	New Total Amount	\$139,329

Table 2. Purchases from the vendor (Hazen and Sawyer, P.C.)

Date	PO #	Amount
1/7/2026	261140	\$45,460
Total for FY26		\$45,460
Proposed New Purchase		\$45,670
New Total for FY26		\$91,130

ANALYSIS: The City must complete the rehabilitation of Monitoring Well No.1 as required by the FDEP.

Funding of \$45,670 is available in the CIP Account 410-55-810-535-000-606502-52093.

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5/20/26

6/26/26

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN HAZEN AND SAWYER, P.C. AND THE CITY OF MIRAMAR ENTITLED “WWRF MONITORING WELL NO.1 (“MW-1”) REHABILITATION ASSISTANCE” IN AN AMOUNT OF \$45,670 TO PROVIDE ADDITIONAL PROFESSIONAL SERVICES TOWARDS THE REHABILITATION OF MW-1, FOR A TOTAL EXPENDITURE OF \$91,130 FOR FISCAL YEAR 2026; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Utilities Department is responsible for the maintenance, repair and improvement of the water and sewer infrastructure throughout the City; and

WHEREAS, the City must complete the rehabilitation of Monitoring Well No.1 located at the Wastewater Reclamation Facility (“WWRF”) as required by the Florida Department of Environmental Protection (“FDEP”); and

WHEREAS, this item, requesting a second amendment to the City’s Agreement with Hazen and Sawyer, P.C. (“Hazen”), is to provide additional professional services, including engineering services during the well rehabilitation process, and permitting assistance and reporting as related to the FDEP; and

WHEREAS, the proposed amount of \$45,670 will bring the total expenditure to \$91,130 for Fiscal Year 2026 and the total expenditure for the project will be \$139,329; and

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WHEREAS, the second amendment will allow Hazen to provide professional services to assist All Webbs Enterprises, Inc. (“All Webbs”) with their rehabilitation field work; and

WHEREAS, All Webbs’ contract is under a separate agenda item (TR8733) pending the approval from the City Commission; and

WHEREAS, Section 2-412(a)(1) of the City Code provides that all commodities or services purchased by a single department from a single vendor in excess of \$75,000 must be formally approved by the City Commission; and

WHEREAS, the City Manager recommends that the City Commission approves Amendment No.2 to the Agreement with Hazen and Sawyer, P.C. entitled “WWRF Monitoring Well No.1 (“MW-1”) Rehabilitation Assistance” in an amount of \$45,670 for additional professional services towards the rehabilitation of MW-1, bringing the total expenditure with the consultant to \$91,130 for Fiscal Year 2026; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents, of the City of Miramar, to approve Amendment No.2 to the agreement with Hazen and Sawyer, P.C. “WWRF Monitoring Well No.1 (“MW-1”) Rehabilitation Assistance” in an amount of \$45,670 for to provide additional professional services towards the rehabilitation of MW-1, bringing the total expenditure to \$91,130 for Fiscal Year 2026, and to authorize the City Manager to execute an appropriate agreement in substantial conformity with Exhibit “A,” attached hereto; and

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NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves Amendment No.2 to the agreement with Hazen and Sawyer, P.C. “WWRF Monitoring Well No.1 (“MW-1”) Rehabilitation Assistance” in an amount of \$45,670 to provide the MW-1 additional professional services, and for a total expenditure of \$91,130 for Fiscal Year 2026.

Section 3: That the City Manager is authorized to execute the agreement attached hereto as Exhibit “A,” together with any non-substantive changes as are deemed appropriate by the City Manager and approved by the City Attorney for legal sufficiency.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient in order to carry out the aims of this Resolution.

Section 5: That this Resolution shall become effective upon adoption.

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6/26/26

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Carson "Eddy" Edwards

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

<u>Requested by Administration</u>	<u>Voted</u>
Commissioner Maxwell B. Chambers	_____
Commissioner Avril Cherasard	_____
Commissioner Yvette Colbourne	_____
Vice Mayor Carson "Eddy" Edwards	_____
Mayor Wayne M. Messam	_____



**AMENDMENT NO. 2
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
HAZEN AND SAWYER, P.C.
FOR
WEST WATER RECLAMATION FACILITY MONITOR WELL MW-1 ASSISTANCE
IN MIRAMAR, FLORIDA**

THIS AMENDMENT NO. 2 (the "Second Amendment") is made effective on the last date of execution herein by and between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose principal place of business is located at 2300 Civic Center Place, Miramar, Florida 33025,

AND

HAZEN AND SAWYER, P.C. (the "Contractor"), a foreign profit corporation, authorized to conduct business in the State of Florida, whose principal place of business is located at 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021.

WHEREAS, on December 7, 2023, the City and Contractor (the "Parties") entered into an agreement, (the "Original Agreement"), for the West Water Recreational Facility Monitor Well-1 Assistance, (the "Services"); and

WHEREAS, on August 7, 2024, the parties executed Amendment No. 1 (the "Amendment") for additional professional services; and

WHEREAS, in accordance with the provisions set forth in the Original Agreement and the Amendment 1, incorporated herein by reference, the parties add this Second Amendment for additional professional services, attached hereto as Exhibit "1"; and

WHEREAS, the Parties agree that the additional professional services for engineering during the well rehabilitation process, permitting assistance, rehabilitation

plan preparation, receipt of Florida Department of Environmental Protection (“FDEP”) approval, Contractor scheduling, and final reporting are added to this Second Amendment, in the amount of \$45,670.00, and resulting in a revised total project amount of \$139,329.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

1. The foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Second Amendment.
2. No term of this Second Amendment may be modified except in writing and executed by all parties to this Second Amendment.
3. The Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement and Amendment 1, not inconsistent with this Second Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Agreement on the respective dates under each signature: City of Miramar through its City Manager, authorized to execute same, and by the Vice President of Hazen and Sawyer, P.C., authorized to execute same.

CITY OF MIRAMAR:

By: _____
City Manager
Dr. Roy L. Virgin

This ____ day of _____, 2026.

HAZEN AND SAWYER, P.C.:

By: _____
Vice President,
J. Philip Cooke

Date: _____

ATTEST:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar, Florida only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

WORK AUTHORIZATION NO. _____

**EXHIBIT 1
SCOPE OF SERVICES**

(April 7, 2026)

**CITY OF MIRAMAR
WWRF MONITORING WELL MW-1 REHABILITATION ASSISTANCE – AMENDMENT NO. 2**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under Florida Department of Environmental Protection Underground Injection Control (FDEP UIC) Permit No. 125256-011-012-UO/1M. Low flow conditions at monitor well MW-1 has been observed since May 2023. These conditions have resulted in insufficient capacity for regulatory sampling per the operating permit. The CITY continues to monitor water levels however, the City is out of compliance with the permit and must restore the capacity of the well.

The CITY performed an investigation of MW-1 in March, 2024, in accordance with the plan for investigation, dated January 15, 2024, and approved by FDEP on January 16, 2024. The investigation included visual inspection of the wellhead, flange, and drop pipe, removal and replacement of flange and drop pipe, capacity testing, and video survey of well conditions. Well capacity was not restored by cleaning the drop pipe thus, a mechanical rehabilitation approach was recommended.

The CITY performed rehabilitation of MW-1 between May 2025 and August 2025 to restore the capacity of the well. The well casing was brushed and air developed to remove solids. The total well depth was restored from 2,022 feet to 2,058 feet bls. The contractor did not successfully complete the well rehabilitation. The CITY is negotiating with another contractor to perform the rehabilitation work to restore the well to the total drilled depth of 2,100 feet bls and produce sufficient flow to perform compliance sampling.

CONSULTANT has been requested to provide procurement assistance, and provide field oversight and regulatory reporting of rehabilitation activities provided by the Contractor. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of additional remediation will be necessary, an associated task will be prepared separately. If it is determined casing mechanical integrity is compromised, CONSULTANT efforts related to well modification will be authorized by CITY at a later date.

Task 1 – Contract Negotiations

CONSULTANT shall provide limited contract negotiation and proposal review services such as attendance at a single conference and provide the Contractor with historical well documentation.

Additional CONSULTANT efforts, if needed, for services for MW-1 modification will be authorized by CITY at a later date.

Task 2 – Rehabilitation Services

CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the rehabilitation of MW-1 per the Monitoring Well Rehabilitation Plan to be submitted to FDEP UIC under Task 1:

- Attend a preconstruction conference and prepare meeting minutes
- Review Contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to Contractor requests for information
- Witness casing brushing/cleaning and capacity testing
- Coordinate activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and brushing of the interior 6-5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the monitoring formation with discharge to the WWRF, and performance of video survey and capacity tests by the Contractor. Witnessing of these tasks will be limited to 7 days. If integrity issues are suspected as a result of mechanical rehabilitation activities, pressure testing of the casing in its entirety will be performed.

Task 3 – FDEP UIC Permitting and Reporting

CONSULTANT shall coordinate and communicate, as needed, with FDEP during rehabilitation activities. A rehabilitation summary letter report will be submitted to FDEP within 30 days of completion of rehabilitation activities. The report will be signed and sealed by a professional engineer or geologist registered in the State of Florida.

Additional CONSULTANT efforts, including preparation and submittal of a permit application/request for well modification, and well specifications for approval and/or additional correspondence with FDEP UIC, if needed, will be authorized by CITY at a later date.

Key Assumptions

- The City will provide the CONTRACTOR a point of discharge for development water.
- No permit fees are anticipated.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.
- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Contractor and shall

interpret all technical requirements of the technical specifications and drawings.

- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Should modification of MW-1 be required, a separate task order will be prepared, at the request of the CITY, for preparation of design drawings, technical specifications, bidding services.

Project Fee and Schedule

This Work Authorization shall be a lump sum of \$45,670 in accordance with Article 1 of the Agreement. The rehabilitation plan preparation, receipt of FDEP approval, Contractor scheduling, and final reporting is estimated to be completed within 9 months from notice to proceed.

**TABLE 1 - FEE CALCULATION
MIRAMAR WWRF MW-1 REHABILITATION ASSISTANCE AMENDMENT 2**

Work Element	Technical Expert	Project Leader	Project Engineer / Scientist	Senior CADD Personnel	Junior CADD / Graphics Personnel	Administrative Assistant / Graphics	Secretary	Total Hours	Total Fee
Task 1 - Contract Negotiations	16	4	4	0	2	2	2	30	\$5,820
Task 2 - Rehabilitation Services	20	24	100	0	2	0	0	146	\$22,800
Task 3 - FDEP UIC Permitting and Reporting	16	40	24	0	0	8	8	96	\$16,950
Subtotal	16	40	24	0	0	8	8	96	\$45,570
Reimbursable Budget (Communication and Reproduction)									\$100
Total Lump Sum Fee									\$45,670
Maximum Hourly Raw Labor Rate*	\$79.03	\$70.00	\$40.32	\$45.16	\$30.65	\$29.03	\$25.16		
* Overall multiplier = 3.1									



**PROJECT AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
HAZEN AND SAWYER, P.C.**

THIS PROJECT AGREEMENT (the "Agreement") is made effective on the last date of execution herein, between the **CITY OF MIRAMAR, FLORIDA** (the "City"), a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, FL 33025, and **HAZEN AND SAWYER, P.C.**, a foreign profit corporation authorized to conduct business in the State of Florida, with its principal offices located at 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021 (the "Consultant").

WITNESSED:

WHEREAS, the City advertised RFQ No. 22-12-10, Architectural and Engineering Consulting Services to establish a library of qualified Consultants to perform various engineering and architectural services for specific projects (the "Specific Projects") for the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Utilities services, and has executed a Continuing Services Agreement applicable to the provision of such professional Services; and

WHEREAS, the Consultant has been chosen by the City to provide the following services, "WWRF MONITOR WELL MW-1 ASSISTANCE", and the parties, through mutual negotiation, has agreed upon a Scope of Services and fee for the Project.

NOW, THEREFORE, in consideration of the foregoing recitals which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Terms and Conditions

All terms and conditions addressed in the Continuing Services Agreement dated August 24, 2022, between the City and Consultant, are incorporated herein and shall apply to the provision of Services under this Agreement;

2. The Work

Consultant shall complete the Scope of Services requested by the City and accepted by the Consultant.

Consultant shall provide all labor, materials and equipment as necessary for completion of the work, any and all additional Work included by amendment and accepted by the City, and the Consultant's proposal attached hereto as **Attachment "A"**.

3. Period of Service

The Consultant shall begin Work promptly after receipt of a fully executed copy of this Agreement and a Purchase Order from the City and shall complete the Project within the time mutually agreed upon and as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the professional consulting Services related to the Project shall be the fee of thirty-three thousand nineteen Dollars (\$33,019.00), as specified in the Scope of Services request accepted by the City.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Scope of Services request completed by the Consultant and accepted by the City. The City shall pay the Consultant for Work performed subject to the Specifications of the job and any additions and deductions by subsequent contract amendments approved by the City.

5.2: When applicable, the Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement and as required by the terms of the Solicitation. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

In the event of Termination by Consultant or the City, the Termination provisions contained in the Continuing Services Agreement between the parties shall govern.

7. Default

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees

The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's profession.

10. Binding Effect

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment

This Agreement, including the referenced Continuing Services Agreement, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability

The provisions of Section 13 of the Continuing Services Agreement shall apply to this Agreement.

14. Notices

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of 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, to-wit:

FOR CONSULTANT:

Hazen and Sawyer, P.C.
Robert Taylor, Vice President
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Telephone: (954) 987-0066
Fax: (800) 304-8791
Email: rbtaylor@hazenandsawer.com

FOR CITY:

Dr. Roy L. Virgin
City Manager
City of Miramar
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3120
Fax: 954-602-3672

With Copy to:

Austin Pamies Norris Weeks Powell,
PLLC, City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Fax: 954-768-9790

15. Severability; Waiver

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal Law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect the future enforceability of that provision or the remainder of this Agreement.

16. Other Provisions

16.1 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Documents, the terms in this Agreement shall prevail.

16.2 Consultant acknowledges that the public shall have access, at all reasonable times, to certain documents and information pertaining to City contracts, pursuant to the provisions of Chapter 119, Florida Statutes. Consultant agrees to maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement and to provide the public with access to public records in accordance with the record maintenance, production and cost requirements set forth in Chapter 119, Florida Statutes, or as otherwise required by Law. Consultant shall ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by Law, for the duration of this Agreement and following completion of this Agreement until the records are transferred to the City.

Unless otherwise provided by Law, any and all reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City. Upon completion of this Agreement, or in the event of termination by either party, and all public records prepared by, or in the possession or control of Consultant, whether finished or unfinished, shall become the property of City and shall be delivered by Consultant to the City Manager, at no cost to the City, within seven days of termination of this Agreement. All such records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to Consultant shall be withheld until all documents are received as provided herein. Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011,

17. E-VERIFY PROGRAM

In accordance with Florida Statutes §448.095, the Contractor, prior to commencement of services or payment by the City, will provide to the City proof of participation/enrollment in the E-Verify system of the Department of Homeland Security. Evidence of participation/enrollment will be a printout of the Company's "Company Profile" page from the E-Verify system. Failure to be continually enrolled and participating in the E-Verify program will be a breach of contract which will be grounds for immediate termination of the contract by the City. The Contractor will not hire any employee who has not been vetted through E-Verify. The Contractor may not subcontract any work for the City to any subcontractor that has not provided an affidavit stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien."

18. SCRUTINIZED COMPANIES

18.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

18.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

[REMAINDER INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

ATTEST:

DocuSigned by:
Denise Gibbs
2C41F9DD4D17482

Denise Gibbs, City Clerk
12/7/2023

FOR CITY:

CITY OF MIRAMAR

DocuSigned by:
R. Virgin
6FC2075925E4418
By: _____
Dr. Roy L. Virgin
City Manager

Date: 12/7/2023

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar only.

[Signature]

Austin Pammes Norris Weeks Powell, PLLC
City Attorney

FOR CONSULTANT:

HAZEN AND SAWYER, P.C.

[Signature]
By: _____
J. Philip Cooke
Associate Vice President

Date: NOVEMBER 28, 2023

WORK AUTHORIZATION NO. _____

**ATTACHMENT "A"
SCOPE OF SERVICES**

(November 21, 2023)

**CITY OF MIRAMAR
WWRF MONITOR WELL MW-1 ASSISTANCE**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under Florida Department of Environmental Protection Underground Injection Control (FDEP UIC) Permit No. 125256-011-012-UO/1M. Low flow conditions being experienced at monitor well MW-1 are impacting sampling efforts required by the FDEP operating permit. The City has requested MW-1 investigation services. This effort assumes the City will proceed with a change order with All Webbs Enterprises (AWE) to investigate MW-1. Additional CONSULTANT efforts, if needed, for preparation of permitting and bidding design drawings and technical specifications for MW-1 modification are not included and will be authorized by CITY at a later date.

CONSULTANT has also been requested to prepare a plan to investigate the low flow conditions in MW-1 and provide field oversight of investigation activities provided by the CONTRACTOR. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of remediation will be necessary, an associated task will be prepared separately.

Task 1 – MW-1 FDEP UIC Assistance

CONSULTANT shall submit an MW-1 investigation plan for FDEP review and approval. The plan will include proposed procedures to investigate the performance of the LMZ of MW-1. An investigation summary letter report will be submitted to FDEP within 30 days of completion of investigation activities. The report will be signed and sealed by a professional engineer or geologist registered in the State of Florida.

Additional CONSULTANT efforts, including preparation and submittal of a permit application/request for well modification, drawings and well specifications for approval and/or additional correspondence with FDEP UIC, if needed, will be authorized by CITY at a later date.

Task 2 – MW-1 Investigation Services

CONSULTANT shall perform the following tasks associated with the administration, field observation and regulatory reporting activities related to the investigation of MW-1.

- Submit an MW-1 investigation plan for FDEP review and approval. The plan will include proposed procedures to investigate the performance of the LMZ of MW-1.
- Attend a preconstruction/pre-investigation teleconference and prepare meeting minutes

- Review Contractor submittals including shop drawings, schedules, material certifications and payment requests
- Respond to Contractor requests for information
- Witness and coordinate the LMZ investigation
- Coordinate activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and removing the wellhead to facilitate surveying of the casing and drop pipe, a video survey and replacement of the LMZ flange and drop pipe if necessary. Witnessing of these tasks will be limited to three days. In the interest of time, no pressure testing of discrete casing intervals will be performed. Should replacement of the drop pipe in the casing reestablish capacity, the CONSULTANT shall write a brief letter summary documenting the investigation results. Should the video survey indicate an issue, CONSULTANT shall notify the CITY and FDEP.

A investigation summary letter report will be submitted to FDEP within 30 days of completion of investigation activities. The report will be signed and sealed by a professional engineer or geologist registered in the State of Florida.

Additional CONSULTANT efforts, including preparation and submittal of a permit application/request for well modification, drawings and well specifications for approval and/or additional correspondence with FDEP UIC, if needed, will be authorized by CITY at a later date.

This Amendment assumes the City will proceed with a change order with AWE.

Task 3 – Operation and Maintenance Manual Update Services

At the request of FDEP, the CONSULTANT will update, as needed for permitting, the injection well section of the existing Operational and Maintenance (O&M) Manual, as it pertains to the injection well system operation and monitoring well sampling, and record drawings. The update will append the O&M sampling protocol (per FDEP SOP) and follow a checklist recently provided by FDEP.

Key Assumptions

- Permit fees will be paid directly by the City.
- Only existing well equipment and instrumentation will be required to perform the tests. All other equipment will be provided by the Contractor.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.
- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident

thereto. CONSULTANT shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings

- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- This Amendment assumes the City will proceed with a change order with All Webbs Enterprises (AWE) for the MW-1 investigation. A separate task order will be prepared, at the request of the CITY, for preparation of design drawings, technical specifications, bidding services and MW-1 modification technical services, if needed.

Project Fee and Schedule

This Work Authorization shall be a lump sum of \$33,019 in accordance with Article 1 of the Agreement. The investigation plan preparation, receipt of FDEP approval, contractor scheduling, final reporting and updated O&M Manual is estimated to be completed within 6 months from notice to proceed.



**AMENDMENT NO. 1
TO THE
AGREEMENT BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
HAZEN AND SAWYER, P.C.
FOR
WWRF MONITOR WELL MW-1 ASSISTANCE
IN MIRAMAR, FLORIDA**

THIS AMENDMENT NO. 1 (the "Amendment") is made effective on the last date of execution herein by and between the **CITY OF MIRAMAR, FLORIDA**, (the "City"), a Florida municipal corporation, whose place of business is 2300 Civic Center Place, Miramar, Florida 33025,

AND

HAZEN AND SAWYER, P.C. (the "Consultant"), a foreign profit corporation authorized to conduct business in the State of Florida, whose principal place of business is 4000 Hollywood Boulevard, Suite 750N Hollywood, Florida 33021.

WHEREAS, the Consultant was chosen by the City to provide the following services, "**WWRF MONITOR WELL MW-1 ASSISTANCE**", and the parties, through mutual negotiation, agree upon a Scope of Services and fee for the Project; and

WHEREAS, on 12/7/2023, the City and Consultant (the "Parties") entered into an agreement for the Services (the "Original Agreement"); and

WHEREAS, in accordance with the provisions set forth in the RLOI, the Original Agreement, Consultant's proposal (the "Contract Documents") incorporated herein by reference, the City and the Consultant add this Amendment No. 1 for additional professional services as attached herewith as Exhibit "1" ; and

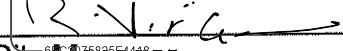
WHEREAS, the Parties agree that the additional services for rehabilitation plan preparation, receipt of FDEP approval, Contractor scheduling, and final reporting are added to this Work Authorization in a lump sum amount of additional \$60,640; The revised total project agreement fee will be \$93,659.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions provided herein, the Parties agree as follows:

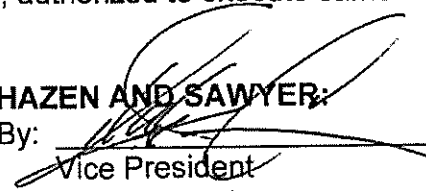
1. The foregoing **"WHEREAS"** clauses are ratified and confirmed as being true and correct and are made a specific part of this Amendment.
2. No term of this Amendment may be modified except in writing and executed by all parties to this Amendment.
3. The Agreement between the Parties is deemed amended as set forth herein.
4. All other terms and conditions of the Agreement, not inconsistent with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement on the respective dates under each signature: City of Miramar through its City Manager, authorized to execute same, and by the Associate President of Hazen and Sawyer, P.C., authorized to execute same.

CITY OF MIRAMAR:

By: 
City Manager
Dr. Roy L. Virgin

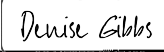
HAZEN AND SAWYER:

By: 
Vice President
J. Philip Cooke

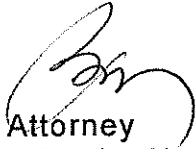
This 8/7/2024 day of _____, 2024.

Date: JUNE 10, 2024

ATTEST:

DocuSigned by:

Denise A. Gibbs, City Clerk

Approved as to form and legal sufficiency for the use of and reliance by the City of Miramar, Florida only:



City Attorney
Austin Pamies Norris Weeks Powell, PLLC.

WORK AUTHORIZATION NO. _____

**EXHIBIT 1
SCOPE OF SERVICES**

(June 5, 2024)

**CITY OF MIRAMAR
AMENDMENT 1
RFQ 22-12-10 WWRF MONITOR WELL MW-1 ASSISTANCE**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under Florida Department of Environmental Protection Underground Injection Control (FDEP UIC) Permit No. 125256-011-012-UO/1M. Low flow conditions at monitor well MW-1 has been observed since May 2023. These conditions have resulted in insufficient capacity for regulatory sampling per the operating permit. The CITY continues to monitor water levels however, the City is out of compliance with the permit and must restore the capacity of the well.

The CITY performed an investigation of MW-1 in March 2024, in accordance with the plan for investigation, dated January 15, 2024, and approved by FDEP on January 16, 2024. The investigation included visual inspection of the wellhead, flange, and drop pipe, removal and replacement of flange and drop pipe, capacity testing, and video survey of well conditions. Well capacity was not restored by cleaning the drop pipe and the monitoring well remains out of service. To attempt to restore sufficient capacity of the LMZ, a mechanical rehabilitation approach is recommended.

CONSULTANT has been requested to prepare a plan to rehabilitate MW-1, prepare technical specification and bidding assistance, and provide field oversight of rehabilitation activities provided by the awarded Contractor. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of additional remediation will be necessary, an associated task will be prepared separately. If it is determined casing mechanical integrity is compromised, CONSULTANT efforts related to well modification will be authorized by CITY at a later date.

Task 1 – FDEP UIC Permitting and Reporting

CONSULTANT shall submit an MW-1 rehabilitation plan for FDEP review and approval. The plan will include proposed procedures to rehabilitate and evaluate the performance of the LMZ of MW-1. CONSULTANT shall coordinate and communicate, as needed, with FDEP during rehabilitation activities. A rehabilitation summary letter report will be submitted to FDEP within 30 days of completion of rehabilitation activities. The report will be signed and sealed by a professional engineer or geologist registered in the State of Florida.

Task 2 – Technical Specifications

CONSULTANT shall prepare technical specifications for cleaning MW-1 to restore capacity and resume sampling requirements, per FDEP UIC permit. The existing casing for the LMZ is 6-5/8-

inch diameter carbon steel installed within the 16-inch steel casing of the upper monitor zone. One set of final technical specifications shall be provided for permitting and bidding.

CONSULTANT shall prepare recommended bidder qualifications, a summary of work paragraph, and a bid form for the CITY to incorporate into the bidding documents. CITY will provide the front-end documents and a final proposal bid form.

Task 3 – Bidding and Award

CONSULTANT shall provide limited bidding services including attendance at a single prebid conference and provide, through the CITY, timely responses to written technical questions from potential bidders relating to documents prepared by CONSULTANT. The validity and subsequent responses to technical questions shall be at the discretion of CONSULTANT. Up to two addenda addressing technical issues will be provided. Responses to nontechnical inquiries and accompanying addenda shall be performed and provided by CITY. Pre-bid meeting minutes will be prepared by the CITY.

CONSULTANT shall prepare a bid tabulation for items relevant to bid work described by CONSULTANT and evaluate such responses by the lowest responsive bidder to establish the bidders' ability to perform the contract requirements. CITY will determine bidder responsiveness. CONSULTANT shall provide a recommendation of award to the CITY.

Task 4 – Rehabilitation Services

CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the rehabilitation of MW-1 per the Monitoring Well Rehabilitation Plan to be submitted to FDEP UIC under Task 1:

- Attend a preconstruction conference and prepare meeting minutes
- Review Contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to Contractor requests for information
- Witness casing brushing/cleaning and capacity testing
- Coordinate activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and brushing of the interior 6-5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the monitoring formation with discharge to the WWRF, and performance of video survey and capacity tests by the Contractor. Witnessing of these tasks will be limited to 7 days. If integrity issues are suspected as a result of mechanical rehabilitation activities, pressure testing of the casing in its entirety will be performed.

Key Assumptions

- The City will provide the CONTRACTOR a point of discharge for development water.
- No permit fees are anticipated.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.

- Prequalification of contractors is not included.
- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings.
- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Should modification of MW-1 be required, a separate task order will be prepared, at the request of the CITY, for preparation of design drawings, technical specifications, bidding services.

Project Fee and Schedule

This Work Authorization shall be a lump sum of \$60,640 in accordance with Article 1 of the Agreement. The rehabilitation plan preparation, receipt of FDEP approval, Contractor scheduling, and final reporting is estimated to be completed within 9 months from issuance of the revised purchase order.

**TABLE 1 - FEE CALCULATION
MIRAMAR WWRF MW-1 ASSISTANCE AMENDMENT 1**

Work Element	Project				Junior CADD /		Administrative		Total Hours	Total Fee
	Technical Expert	Project Leader	Engineer / Scientist	Senior CADD Personnel	Graphics Personnel	Assistant / Graphics	Secretary			
Task 1 - FDEP UIC Permitting and Reporting	20	30	40	0	0	4	4	4	98	\$17,090
Task 2 - Technical Specifications	16	24	24	0	4	8	8	8	84	\$13,860
Task 3 - Bidding and Award	10	16	12	0	4	4	4	8	54	\$8,790
Task 4 - Rehabilitation Services	20	24	84	0	2	0	0	0	130	\$20,800
Subtotal	66	94	160	0	10	16	20	20	366	\$60,540
Reimbursable Budget (Communication and Reproduction)										
Total Lump Sum Fee										<u>\$100</u>
Maximum Hourly Raw Labor Rate*	\$79.03	\$70.00	\$40.32	\$45.16	\$30.65	\$29.03	\$25.16			
* Overall multiplier = 3.1										