

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

Meeting Date: June 3, 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: 8708

Item Description: Temp. Reso. #R8708, APPROVING THE AGREEMENT WITH HAZEN AND SAWYER, P.C. IN AN AMOUNT OF \$131,980 TO PROVIDE ENGINEERING SERVICES FOR A FEASIBILITY STUDY, BASIS OF DESIGN REPORT AND PERMIT APPLICATION OF A NEW DEEP INJECTION WELL NO.3 AT THE WEST WATER TREATMENT PLANT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT. (Assistant Director of Utilities Jinsheng (Jin) 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 \$131,980 is available in FY26 Utilities, Account No. 410-55-814-533-000-606502-52092 (CIP-Plan/Design/Eng)".

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR8708**
 - **Exhibit A:** Project Agreement with Hazen and Sawyer, P.C.
- **Attachment(s)**
 - **Attachment 1:** Request For Letter of Interests ("RLOI") No. 26-11-03



**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: May 28, 2026
RE: Temp. Reso. No. 8708 approving the Project Agreement with Hazen and Sawyer, P.C.

RECOMMENDATION: The City Manager recommends approval of an agreement with Hazen and Sawyer, P.C., in an amount of \$131,980 to provide engineering services for a feasibility study, basis of design report, and permit application of a new deep injection well No. 3 at the West Water Treatment Plant.

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

BACKGROUND: The City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant (“West WTP”). The City is experiencing an increase in demand for potable water due to population, business growth, and land use changes, thereby necessitating the urgent expansion of its treatment capacity. A new deep injection well No.3 is needed to dispose the additional concentrate flow generated from the drinking water production process.

DISCUSSION: On November 25, 2025, the Procurement advertised the Request For Letter of Interests (“RLOI”) No. 26-11-03, entitled “West Water Treatment Plant Deep Injection Well No.3 Project: Engineering Services for Feasibility Study / Basis of Design Report and Permit Application.” On December 11, 2025, two responses were received and reviewed by the Procurement and the Review Committee. The proposal from Hazen and Sawyer, P.C. (Consultant) is ranked No.1. After several rounds of negotiations, on April 16, 2026, both the City and Consultant agreed upon the final proposal with an amount of \$131,980, which is deemed fair and reasonable.

ANALYSIS: The project is critical to the 24/7 continuous operation at West WTP because the proper concentrate disposal is required by regulations.

Funding of \$131,980 is available in FY26 Utilities, Account No. 410-55-814-533-000-606502-52092 (CIP-Plan/Design/Eng)".

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE AGREEMENT WITH HAZEN AND SAWYER, P.C., IN AN AMOUNT OF \$131,980, TO PROVIDE ENGINEERING SERVICES FOR A FEASIBILITY STUDY, BASIS OF DESIGN REPORT AND PERMIT APPLICATION OF A NEW DEEP INJECTION WELL NO.3 AT THE WEST WATER TREATMENT PLANT; AUTHORIZING THE CITY MANAGER TO EXECUTE AN APPROPRIATE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Miramar (“City”) Utilities Department is responsible for the operation and maintenance of the West Water Treatment Plant (“West WTP”); and

WHEREAS, The City is experiencing an increase in demand for potable water due to population, business growth, and land use changes, thereby necessitating the urgent expansion of its treatment capacity, and a new deep injection well No.3 is needed to dispose the additional concentrate flow generated from the drinking water production process; and

WHEREAS, On November 25, 2025, the Procurement advertised the Request For Letter of Interests (“RLOI”) No. 26-11-03, entitled “West Water Treatment Plant Deep Injection Well No.3 Project: Engineering Services for Feasibility Study / Basis of Design Report and Permit Application.”

WHEREAS, on December 11, 2025, two responses were received and reviewed by the Procurement and the Review Committee; and

WHEREAS, the proposal from Hazen and Sawyer, P.C. (Consultant) is ranked No.1, and after several rounds of negotiations, on April 16, 2026, both the City and

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Consultant agreed upon the final proposal with an amount of \$131,980, which is deemed fair and reasonable; 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 an agreement with Hazen and Sawyer, P.C., in an amount of \$131,980, to provide engineering services for a feasibility study, basis of design report, and permit application of a new deep injection well No.3 at the West Water Treatment Plant; 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 an agreement with Hazen and Sawyer, P.C., in an amount of \$131,980 to provide engineering services for a feasibility study, basis of design report, and permit application of a new deep injection well No.3 at the West Water Treatment Plant, and authorizing the City Manager to execute an appropriate agreement; 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 an agreement with Hazen and Sawyer, P.C., in an amount of \$131,980 to provide engineering services for a feasibility study, basis of design report, and permit application of a new deep injection well No.3 at the West Water Treatment Plant.

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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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	_____



**PROJECT AGREEMENT
FOR
ENGINEERING CONSULTING SERVICES – WEST WATER TREATMENT PLANT
DEEP WELL INJECTION WELL NO.3 PROJECT: ENGINEERING SERVICES FOR
FEASIBILITY STUDY / BASIS OF DESIGN REPORT AND PERMIT APPLICATION
BETWEEN
THE CITY OF MIRAMAR
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**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and **HAZEN AND SAWYER, P.C.**, a Florida profit corporation, (the "Consultant"), with its principal offices located at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021.

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

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

WHEREAS, the Consultant responded to the City's Request for Letters of Interest No. 26-11-03 (the "RLOI") for Engineering Consulting Services – West Water Treatment Plant Deep Well Injection Well No. 3 Project: Engineering Services for Feasibility Study / Basis of Design Report and Permit Application (the "Services"); and

WHEREAS, the Consultant was evaluated by an Evaluation Committee and is deemed the highest responsive and responsible responder who is most qualified to provide the services, and the parties, through mutual negotiation have agreed upon the Scope of Services.

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. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the “Specific Projects” or “Project Agreement”) in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Exhibit “1”**;

1.3 The Continuing Services Agreement dated August 24, 2022, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail. All definitions and terms used in the RFQ are incorporated herein and made a part of this Agreement.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the “Contract Sum”) for performing the Services related to the Project shall be the fee of One Hundred Thirty-One Thousand Nine Hundred Eighty Dollars (\$131,980), 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 Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and subject to any additions and deductions by subsequent change

order, or contract amendments provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2: 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 RFQ. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

This Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

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:

9.1 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 architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace

all deficient work due to negligent acts, errors or omissions without cost to the City.

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 Contract Documents, 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:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

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.
J. Philip Cooke, Vice President
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Telephone: 954-987-0066
Email: pcooke@hazenandsawyer.com

FOR CITY:

City of Miramar
Dr. Roy Virgin
City Manager
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Email: rvirgin@miramarfl.gov

With Copy to:

Austin Pamies Norris Weeks
Powell, P.L.L.C., City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 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. Public Records:

The Consultant shall comply with The Florida Public Records Act as follows:

16.1 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

16.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

16.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

16.5 The 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.

16.6 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 CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

17. Ownership Of Documents:

17.1 All original construction Drawings and Specifications produced by Consultant under this Agreement shall remain the property, and shall remain in the custody and possession, of Consultant, who shall retain them in confidence. Copies of all Drawings and Specifications (both in electronic form, clearly marked as copies, and in the form of reproducible hard copies) shall be furnished to the City, along with copies (or originals to the extent permitted by Florida Regulations governing the practice of Consultants) of any drafts, Work papers, samples, prototypes, models, sketches, conceptual or schematic Drawings, master plan documents, and other work product produced in connection with this Agreement or the Project which is the subject of this Agreement, regardless of the state of completion of the Work, and regardless of the source (collectively, Consultant's "Work") that Consultant has retained in its possession. City may reuse the concepts, themes, ideas, and expression reflected or embodied in the Drawings and Specifications and may, if it wishes, retain another licensed design professional to incorporate said concepts, themes, ideas, and expression into other plans and Specifications. All Consultant's Work other than one set of original construction Drawings, line Drawings, Specifications, and computer disks prepared by the Consultant shall be the property of the City and may be used by the City as the City sees fit. The original physical Drawings and Specifications retained by City may be used for occupying the Project, completing or modifying the Project, the building, the site for which they were prepared, but not for the construction of another project on another site. All original construction Drawings, line Drawings, Specifications, and computer disks shall remain in the possession, care, custody and control of Consultant. Consultant's Work shall be deemed "work for hire" commissioned by the City to the fullest extent permitted by the copyright Laws of the United States and by Florida Law. To the

fullest extent permitted by federal and Florida Law, Consultant hereby transfers to the City, for good and valuable consideration, all copyright, trademark, and patent rights in and to Consultant's Work, and agrees to sign any and all further documents deemed necessary by the City to protect the City's copyright rights therein at the conclusion of the Project. Consultant agrees not to share, reveal, or advertise any of the Work, or the concepts, themes or ideas reflected therein, with or to any third parties absent City's prior written consent, and further agrees not to reuse same for any purpose without City's prior written consent. Consultant expressly acknowledges that, to the extent the concepts and themes for a given Project were initially conceived by the City, they shall remain the property of the City, and the City may reuse them as it sees fit. Upon the completion or termination of Consultant's involvement on a given Project, any and all documents, information or use rights provided to the Consultant for purposes of or in connection with the Consultant's performance of this Agreement in connection with the Project, or otherwise related to the Project, shall be returned to the City, without Consultant retaining any copies except that Consultant shall retain copies of documents or information furnished by the City which were influential in Consultant's production of the Work so long as the Consultant holds same in confidence and does not disseminate them or share them with any other third parties.

17.2 When the City requests that the Consultant provide to it certain plans, Specifications, or other documents in electronic form ('Electronic Documents'), the Project Consultant will do so subject to the terms of this provision. The City recognizes that Electronic Form Documents are not intended to be used for construction, are not Contract Documents under the terms of the Construction Contract, may be revised by others without the knowledge or consent of the Consultant, and, when plotted, may result in variances or corrupt other files of the user. City agrees not to use the Electronic Form Documents for any purposes other than the Project for which they were prepared. Consultant will provide to the City only a working copy of the Electronic Form Documents. Said working copy of the Electronic Form Documents shall have removed from the electronic display all indices of the Consultant's ownership, professional name, and/or involvement in the Project. Any use of any kind and/or changes to the Electronic Form Documents will be at the sole risk of the user and without liability, risk, or legal exposure to the Consultant.

18. Other Provisions:

18.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

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

18.3 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision, and no waiver shall be effective unless made in writing.

19. Scrutinized Companies:

19.1 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.

19.2 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.

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

19.4 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.

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.

20. E-Verify Program

In accordance with Florida Statutes §448.095, the Consultant, 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 Consultant will not hire any employee who has not been vetted through E-Verify. The Consultant may not subcontract any work for the City to any subconsultant that has not provided an affidavit stating that the subconsultant does not employ, contract with or subcontract with an unauthorized alien."

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.

FOR CITY:

CITY OF MIRAMAR

ATTEST:

Denise Gibbs, City Clerk

By: _____
Dr. Roy L. Virgin,
City Manager

Dated: _____

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

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONSULTANT:

HAZEN AND SAWYER, P.C.

WITNESS:

By: _____
J. Philip Cooke, Vice President

Print Name: _____

Date: _____

SCOPE OF SERVICES

CITY OF MIRAMAR ENGINEERING SERVICES FOR FEASIBILITY STUDY/BASIS OF DESIGN REPORT AND PERMIT APPLICATION FOR WEST WATER TREATMENT PLANT DEEP WELL INJECTION WELL NO. 3 PROJECT

PREAMBLE

The City of Miramar (CITY) owns and operates two Class I injection wells for disposal of membrane concentrate, from the West Water Treatment Plant (WTP) under the Florida Department of Environmental Protection (FDEP) Underground Injection Control (UIC) Operation Permit No. 153722-009-010-UO/11, issued January 12, 2023. The system has a current capacity of 5.52 million gallons per day. The CITY is expanding the Floridan aquifer source water membrane treatment capacity at the West WTP, including the concentrate disposal capacity. The City has selected Hazen and Sawyer, P.C. (CONSULTANT) following evaluation of responses to the Request for Letter of Interest RLOI No. 26-11-03 Professional Engineering Consulting Services for West Water Treatment Plant Deep Well Injection Well No. 3 Project: Engineering Services for Feasibility Study/Basis of Design Report and Permit Application.

SCOPE OF SERVICES

This scope of services includes conceptual design and FDEP UIC permitting of one Class I non-municipal injection well and, if required, an associated dual-zone Floridan aquifer monitoring well. Following submittal of the FDEP UIC application, the CONSULTANT will provide post-application services, including responding to requests for additional information (RAIs) and reviewing draft permit documents. A more detailed presentation of the scope of services is provided in the following tasks:

TASK 1 – Project Initiation, Site Visit, and Conceptual Design Technical Memorandum

CONSULTANT will coordinate and conduct one (1) injection well permitting and design kick-off meeting with the CITY to review the goals and scope of the UIC application, review the deliverables schedule and identify critical path activities. CONSULTANT will prepare kick-off meeting agenda and summary to be submitted to the CITY in electronic format.

CONSULTANT will perform a site visit to site the injection well locations and facilitate the preparation of design documents. The purpose of the site visit is to identify the following,

- Identify land area needed for construction and access for staging, laydown, and construction staff trailers
- Identify connection points for temporary power supply for construction
- Identify potable water connection location
- Identify potential conflicts with the proposed injection well and existing facilities

CONSULTANT will coordinate and conduct one (1) conceptual design workshop with the CITY to review:

- Proposed injection well location, construction site layout, site access and temporary facilities required during construction including water, sewer, discharge water disposal, electrical power, traffic controls;

- Proposed injection well sizing based on a review of the past two years of membrane concentrate reject flows, the operation of the existing injection wells, projected concentrate flow requirements and redundancy;
- Opinion of probable construction cost (OPCC) for drilling contract, Class 5;
- Anticipated schedule for design, permitting, construction and testing.

Workshop outcomes will be summarized in a brief technical memorandum (TM).

Deliverables:

- Kickoff meeting agenda and summary
- Data request email
- Injection Well Conceptual Design Workshop agenda
- Conceptual design TM, draft and final

TASK 2 – Preparation of the Injection Well Construction and Testing Permit Application

The CONSULTANT will prepare the permit package for a FDEP UIC Class I Construction and Testing Permit for one injection well. The FDEP UIC application will include:

- Complete the FDEP Form 62-528.900, Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems.
- Provide a description of the injection well system, pretreatment and intended use of the injection system.
- Preparation of injection well system preliminary design for drilling and testing.
- Determination of the area of review (AOR) for the site and preparation of the required well inventory within the AOR.
- Summary of the regional hydrogeology and hydrogeologic cross-sections of the site and region and create maps and cross sections showing the local and regional geology and hydrogeology.
- Proposed monitoring program for the injection well system.
- Proposed operating data and procedures.
- Preparation of a plugging and abandonment plan, and associated cost estimate.
- Preparation of a local government guarantee for execution by the CITY.
- Construction and testing procedures.
- Preparation of FDEP issued Fact Sheet Submittal Checklist.
- Sign, Seal, and submit application to FDEP electronically.

The CONSULTANT will coordinate and conduct one (1) teleconference with the CITY and FDEP prior to submittal of the application. The draft construction and testing permit application will be submitted to the CITY for review in PDF format.

The CONSULTANT will coordinate and conduct a draft FDEP UIC Permit Application meeting with the CITY. A meeting summary and comment response log will be provided to the CITY following the meeting. CONSULTANT will incorporate comments received during the review meeting to produce a final version of the application for transmittal to FDEP.

Following the draft Construction and Testing Permit Application preparation, CONSULTANT will meet via teleconference with the CITY to discuss the Application. At this time, the CITY may ask

questions and provide comments that the CONSULTANT will incorporate into the final draft to be submitted to FDEP. CONSULTANT will provide the CITY all deliverables required for the FDEP permit application. All deliverables will be drafted, finalized, and submitted to FDEP electronically (PDF format).

The application will be signed and sealed by a Florida registered Professional Geologist and Florida a registered Professional Engineer. Wet signature pages will be mailed to FDEP separately. The full application will be submitted to FDEP and assistance will be provided during the application payment process.

Deliverables:

- Draft permit application for CITY review and comment, including supporting information and draft transmittal letter (electronic format).
- Final signed and sealed application package (electronic format).

TASK 3 – Post Renewal Application Services

The Consultant will respond to up to two (2) requests for additional information (RAI) from FDEP. Any RAI for clarifications or missing information that is the responsibility of the Consultant will be fully addressed without additional compensation request from the City. The City will provide assistance in responding to the RAIs.

A formal response to each comment will be prepared by the Consultant and reviewed by CITY prior to submitting to FDEP. Follow-up coordination meetings with the CITY.

The CONSULTANT will assist the CITY through the completion of the permit renewal process, which includes the following services:

- Up to two (2) responses to RAIs from FDEP. A formal response to each comment will be prepared by the Consultant and reviewed by CITY prior to submitting to FDEP.
- Review the Draft Permit prior to publication and communicating comments to FDEP
- Review the Notice of Intent to Issue and provide comments to FDEP
- Review the Final Permit

Deliverables:

- Final responses to FDEP for up to two (2) RAIs (electronic)
- Draft Permit, Notice of Intent and Final Permit review comments
- Coordination meeting summaries, as needed (electronic)

TASK 4 – As-needed Services

CONSULTANT may be requested to assist the CITY as-needed with aspects of the proposed or existing injection well system operation and performance. Work may include, but is not limited to:

- Application for variance from the requirements of FAC Rule 62-521.400(1)(f)
- Response to one (1) request for additional information from FDEP on variance
- Additional WTP site visits
- Additional project meetings

- Injectivity testing evaluation
- Review of injectate water quality
- Additional review of injection well system operating data
- Evaluation of injection well system pumping facilities
- Additional FDEP communication and/or RAI responses

KEY ASSUMPTIONS

- Injection well design is terminated with a wellhead ball valve for the purposes of FDEP UIC permitting.
- Permanent surface facility, wellhead and concentrate pumping and conveyance design are not included in this scope of services.
- It is assumed that the CITY will receive the FDEP setback variance if the proposed injection well is sited within 500 feet of a Floridan aquifer supply well. Therefore, this project does not include design of an offsite injection well system or replacement of Floridan aquifer supply wells.
- Detailed design for injection well drilling and testing will require a separate authorization.
- CITY will provide electronic (Excel) FDEP Monthly Operating Report (MOR) data for the past two years
- CITY will provide assumptions for the additional projected membrane reject concentrate flows based on the expansion of the Floridan aquifer supply.
- CITY will provide as-built drawings showing the location of underground utilities to inform injection well siting and future concentrate pipeline routing. No subsurface utility engineering services are included.
- CITY will pay all permit fees, including the permit application fee of \$12,500, directly to FDEP through their Business Portal or mailed check.
- CITY will sign and notarize the Certificate of Financial Responsibility documentation.
- A public meeting is not required, provided the CITY is willing to republish the draft permit and schedule a public meeting in the event a meeting is requested during the public comment period. Support for a public meeting will require additional effort outside of this scope of services.

COMPENSATION

The services as outlined above will be performed on a lump sum basis for Tasks 1-3 for \$96,580 Task 4, As-needed Services, \$35,300, will be invoiced on a Time and Materials basis. Work included in Task 4 can be implemented directly after the City's written authorization. For the additional work not specified, it would be implemented after form Amendments/Change Orders are approved by the City. A fee breakdown by task, as described in the Scope of Services, is attached.

Additional services over and beyond those defined in the scope above will be subject to additional compensation to be mutually agreed upon by both CITY and CONSULTANT. The Cost Estimate may only be exceeded upon written authorization by CITY in accordance with the CITY's Procurement Code; otherwise, CONSULTANT will complete the Scope of Services for the Cost Estimate.

TIME OF PERFORMANCE

The CONSULTANT and CITY will schedule a kick-off meeting within 14 calendar days of the Notice to Proceed (NTP) from the CITY. Assuming data is received by the time of the kickoff meeting, the CONSULTANT will prepare and submit to the CITY a draft conceptual design technical memorandum (TM) within 45 calendar days of NTP. The CONSULTANT will prepare and submit a draft Injection Well Construction and Testing Permit Application to the CITY within 70 calendar days from receipt of the Purchase Order. The final siting TM will be provided within 14 calendar days of receiving comments from the CITY, and the Permit Application will be submitted to FDEP by the CONSULTANT within 14 calendar days of receiving the CITY's comments on the draft.

**TABLE 1 - FEE CALCULATION
CITY OF MIRAMAR
ENGINEERING SERVICES FOR FEASIBILITY STUDY/BASIS OF DESIGN REPORT AND PERMIT APPLICATION FOR WEST WATER TREATMENT PLANT
DEEP WELL INJECTION WELL NO. 3 PROJECT**

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 - Project Initiation, Site Visit, and Siting Workshop	24	24	48	0	8	2	2	108	\$22,190
Task 2 - Preparation of the Injection Well Construction and Testing Permit Application	36	80	180	0	24	2	2	324	\$59,080
Task 3 - Post Renewal Application Services	16	24	24	0	2	0	2	68	\$15,310
Task 4 - As-needed Services									\$35,300
Subtotal	76	128	252	0	34	4	6	500	\$131,880
Reimbursable Budget (Communication and Reproduction)									\$100
Total Lump Sum Fee									\$131,980
Maximum Hourly Raw Labor Rate*	\$118.88	\$80.96	\$39.90	\$45.16	\$42.12	\$29.03	\$25.16		
* Overall multiplier = 3.1									



**CITY OF MIRAMAR
REQUEST FOR LETTERS OF INTEREST
FOR**

**ENGINEERING CONSULTING SERVICES – WEST WATER TREATMENT PLANT
DEEP WELL INJECTION WELL NO.3 PROJECT: ENGINEERING SERVICES FOR
FEASIBILITY STUDY / BASIS OF DESIGN REPORT AND PERMIT APPLICATION**

RLOI # 26-11-03

INTRODUCTION:

The City of Miramar (“City”) Requests Letters of Interest (“RLOI”) and updated statements of qualifications from the list of pre-qualified firms awarded under the City’s Request for Qualifications #22-12-10 (“RFQ”), in the category of Water, Wastewater and Utility Management Services for the West Water Treatment Plant Deep Well Injection Well, No. 3 Project (“Services”). This is a request for firms (“Respondents”) to provide updated information, express interest and credentials to assist the City in obtaining subsequent proposal(s) for the Services.

SITE OF PROJECT:

4100 Flamingo Road, Miramar, FL 33027.

SCOPE OF SERVICES:

The City seeks a qualified firm to provide qualified engineering services for a feasibility study, basis of design report and Permit Application. This is to ensure the City can construct a new Deep Injection Well (DIW) No. 3 to meet future water supply needs and challenges. This new DIW No. 3 will be located within the West Water Treatment Plant (“West WTP”). The scope of work will include, but is not limited to:

- 1) Providing a feasibility study and basis of design report to determine the location and capacity of the new DIW No. 3 to ensure it will meet future water supply needs and challenges.
- 2) Coordinating with the regulatory agencies and submitting applications for all required permits.
- 3) Addressing Florida Department of Environmental Protection’s (“FDEP”) Request for Information (RFI), if needed.
- 4) Securing all required permits so the City may start the future phase to design and construct the new DIW No.3.

PREFERRED QUALIFICATIONS:

The contracted firm (“Consultant”) shall provide the professional services for the complete execution of the project with assigned team experience in the following areas:

1. Experience in Deep Injection Well permit renewal projects.
2. Respondents will possess a minimum of five (5) years of experience conducting projects of a similar size and scope.
3. Respondents will demonstrate in their proposal the successful completion of at least two (2) projects that capture the range of experience required.
4. Provide a list of key professionals, their roles in the referenced projects as well as their proposed role(s) in the City’s project.

LETTER OF INTEREST FORMAT:

The information requested below will assist City staff in the review process. Kindly provide the following in a letter format in the order listed below:

1. Demonstration of your understanding of the City’s West WTP operations and regulation requirements related to the Deep Injection Well feasibility study/basis of design report and permit application. (30 points)
2. A brief description of qualifications, the specific local office personnel that will be assigned to this project and alignment of staff experience with key elements of the project approach (Limited to no more than five resumes with two pages maximum). (30 points)
3. Knowledge and experience working with the applicable Local, County, State and Federal standards and guidelines for Deep Injection Wells, especially the permit applications. (20 points)
4. References of similar professional services provided to other governmental clients (local and regional clients preferred); list descriptions of service provided and reference contact information. (20 points)

Provide proof of valid professional/occupational licensure and insurance (Errors and Omissions, General Liability and Workers Compensation). **Failure to provide updated, required licensure and insurance may deem the submittal “Non-Responsive.”**

BASIC INSTRUCTIONS:

Letters of Interest should state the Respondent’s name, RLOI title and number on the cover page, and must be submitted **no later than 2:00 p.m. on December 11, 2025**, to the following email address: bamartin@miramarfl.gov.

REVIEW / RANKING PROCESS:

A selection committee will review and rank submittals based on the above mentioned criteria. A presentation may be requested. The top ranked firm will be asked to develop a scope and proposal, and any existing plans will be made available for those purposes.

NEGOTIATION PROCESS:

In accordance with the terms and conditions of the RLOI, the City, in its sole discretion, reserves the right to enter into Contract negotiations with a Respondent. If the City and that Respondent cannot negotiate a successful Contract, the City may terminate those negotiations and begin negotiations with the next most qualified responsive, responsible Respondent. This process may continue until a Contract acceptable to the City has been executed or all Proposals are rejected. No Respondent shall have any rights against the City arising from such negotiations or termination thereof.

CONTACT INFORMATION:

Questions, explanations or other requests regarding the RLOI must be addressed in writing to the City's Procurement Department, ATTN: Brenda Martin, (954) 602-3311, or Email: bamartin@miramarfl.gov.

CITY'S RIGHTS RESERVED:

The City reserves the right to waive any informalities or irregularities in this RLOI. The City reserves the right to reject any and all letters of interest as they may deem to be in the best interest of the City's residents and as may affect this project.