

January 12, 2024

Ryan T. Eggleston
City Manager
City of Cooper City
9090 SW 50th Place
Cooper City, Florida 33328

Subject: Conceptual Proposal for Interim Utilities Consulting Services

Dear Mr. Eggleston,

Jacobs is pleased to provide a conceptual proposal for performing interim utilities consulting services for the City of Cooper City.

Understanding

The City (OWNER) Utilities Department is responsible for operation of water and wastewater treatment plants, plus water distribution and wastewater collection, plus stormwater systems. The City has experienced staff turnover in recent months, leading to a need for interim support of their Utilities Department with full-time subject matter experts to provide expertise, training, and advisory consulting to the City staff at these facilities.

As an expert in water and wastewater O&M with over 40 years and hundreds of facilities' worth of experience, Jacobs can provide top notch support during a defined period with subject matter experts that have managed, operated and maintained a wide range of municipal treatment systems nationally. For this proposal, we have a local individual in mind with significant expertise managing multiple very large and complex treatment plants and staff, plus direct experience working with oversight boards and across multiple departments as the Interim Utilities Director. The availability of our experts is dependent on the schedule of this work moving ahead, and the final scope, but Jacobs has a deep bench and can identify other highly qualified candidates to meet your needs and schedule.

Conceptual Scope of Services

This draft scope of work describes the services to be rendered by Jacobs (CONSULTANT) for Utilities Department Consulting focused on the OWNER's treatment plants. CONSULTANT will assist OWNER for a period of three (3) months with plant operations and management advising as defined below.

1. Project Management

Jacobs will provide project management for CONSULTANT's work on the project, which will consist of the following:

1. Work planning – brief project instructions will be developed to define the project, staff, assignments, safety requirements, responsibilities, and quality control/assurance. A project workplan is a CONSULTANT requirement for all projects.
2. A local CONSULTANT project manager will be identified to be the single point of contact for all business needs of this task order. Local engineering support can also be provided by CONSULTANT as appropriate, as an additional scope item, if requested.
3. Monthly Invoicing - Invoices and progress reports will be developed and submitted in accordance with the methodology used for other OWNER task orders, unless stated otherwise herein.

2. Interim Utilities Consultant

CONSULTANT will provide an Interim Utilities Consultant as a special advisor to OWNER management and staff, and support the development of their technical and managerial capabilities. CONSULTANT will provide support and guidance as needed/requested by OWNER, as specified below:

1. Utilities Department guidance and advisory support with team building, communication, roles and responsibilities, regulatory compliance advising, best practices, staff development and training plans, capital and O&M expense planning, and coordination support with other OWNER departments as directed;
2. Operations team guidance and advisory support with team building, communication, roles and responsibilities, regulatory compliance advising, best practices, staff development and training plans, maintenance team coordination, and coordination support with other OWNER teams and departments as directed;
3. An assessment of needs of the water and wastewater team and utilities at a high level, such as capital improvements or studies, condition assessments, staff training, organizational adjustments, or other potential gaps as identified by the CONSULTANT during this term;
4. Provide follow up and support as needed to support OWNER progress in implementing changes and improvements.

Additional assumptions made for delivery of the scoped work, are attached in Appendix A.

3. Miscellaneous Support

Funding will be provided for additional miscellaneous services that may arise during the course of the project. Prior to CONSULTANT providing any additional miscellaneous services, mutual written authorization between the parties will be required prior to utilizing any budget included in this task.

Schedule

Operations consulting services from CONSULTANT will be provided for a period of three (3) months from Notice to Proceed. If services are desired beyond that period, notice is required at least four (4) weeks in advance to secure continuity of staff.

It is assumed that the CONSULTANT staff will be onsite full time at up to 40 hours/week for the duration of the assignment.

Approximate Commercial Offer

As consideration for providing those services described in this Task Order, OWNER shall pay the CONSULTANT on the basis of the CONSULTANT's employee direct salary cost multiplied by a factor of 2.65, plus per diem expenses, as defined in the AGREEMENT. A service charge of 10 percent will be included for Subcontractor Services and Outside Services expenses. Also, all applicable City, County and State sales, use, value added, business transfer, gross receipts or similar taxes will be passed through directly to OWNER for payment.

The total estimated cost for the CONSULTANT to perform the services described in this Task Order is between **\$130,000 – \$140,000** depending on timing and staff availability. This is for budgetary planning purposes for the 3-month period and will be billed on a time and materials basis. Additional miscellaneous services will be billed at an additional cost only after mutual written authorization. Employee expenses are to be paid on a per diem.

Jacobs appreciates the opportunity to submit our proposal for consulting services. If you have any questions or require additional information, please feel free to contact me by phone (and/or email andy.rouse@jacobs.com).

Sincerely,



Andy Rouse
Vice President
Jacobs

Cc John Rickermann – Jacobs

Appendix A: Assumptions

1. CONSULTANT will provide on-site CONSULTANT on a 40-hour work week basis. CONSULTANT can be flexible with OWNER to periodically support different shifts and weekends, if necessary, when written notice is provided at least 7 calendar days in advance.
2. CONSULTANT positions may be filled by more than one qualified subject matter expert in an alternating onsite schedule, given the duration of the assignment, but every reasonable effort will be made to keep the assigned staff consistent throughout the term of the agreement.
3. Meals and related living expenses will be reimbursable. Meals will be reimbursed on a per diem basis (no receipts), using the U.S. General Services Administration 2024 rates for the region.
4. CONSULTANT shall perform services as an independent consultant and not as an employee or direct agent of OWNER.
5. CONSULTANT will provide training as time allows, and hands-on guidance in the industry standard practices for plant operations and management but will not be responsible for operating the plants.
6. CONSULTANT will assist with preparation of regulatory and compliance reports but will not assume signatory responsibility for those reports.
7. CONSULTANT shall have no authority or take direct action regarding regulatory compliance or communications with the regulators, such as reporting or providing licensed operators.
8. All OWNER employees furnished by OWNER shall be employees of OWNER and shall not be employees of CONSULTANT. The parties agree that OWNER shall remain solely responsible for all Employer Obligations, as defined in section 8.b., below, with respect to all OWNER employees even if a court, administrative agency, or other body deems the OWNER employees to be CONSULTANT's employees.
 - a. Each OWNER employee shall perform such services as an employee of OWNER and not as an employee or agent of CONSULTANT. As such, OWNER employees shall not be entitled to nor shall they claim any benefits or rights accorded to employees of CONSULTANT. OWNER shall be solely responsible for all Employer Obligations as defined in Section 6.b, below, including, but not limited to, provision of employee benefits and compliance with state and federal laws including the Fair Labor Standards Act for their employees.
 - b. OWNER shall be solely responsible for all Employer Obligations with respect to OWNER personnel and OWNER employees. "Employer Obligations" as used in this Task Order means all obligations of any kind imposed customarily or by law or agreement on persons acting in the capacity of an employer in relation to persons acting in the capacity of an employee. These include, without limitation: (a) responsibility for hiring, assigning, compensating and terminating OWNER personnel and OWNER employees; (b) withholding and paying taxes; (c) verification of employment, eligibility, including compliance with IRCA, FCRA, DOT drug and alcohol regulations, and all DOD and DOC export licensing and control requirements; (d) providing workers' compensation insurance and complying with all applicable workers compensation laws; (e) compliance with all federal, state and local laws (both common and statutory) and regulations relating to employment and the rights

of OWNER personnel and OWNER employee(s), including but not limited to FICA and FUTA withholding; the Fair Labor Standards Act; wage and hour laws, including overtime, unemployment compensation; COBRA; immigration; compliance with laws relating to employment, illegal employment discrimination and retaliation; leaves, benefits; the Immigration Reform Act of 1986; and all record keeping requirements.

9. If OWNER should choose to include additional services, the parties shall mutually agree in writing upon the additional scope and costs. These revisions may be added in the form of an executed amendment to this agreement.
10. Treatment plant staff will share current methods for monitoring, work management, documentation, and reporting while CONSULTANT are on the premise.
11. Workspace such as a small conference room will be made available to CONSULTANT staff as a space for interactive discussion and secured space for computers and personal items.
12. CONSULTANT shall have no authority to exercise control over, nor shall they bear any responsibility for, the health and safety of OWNER staff.
13. CONSULTANT shall perform services as an independent consultant and not as an employee or direct agent of OWNER.
14. No heavy cleaning or asset maintenance by consultant are included in this scope of work.
15. The scope of work for the CONSULTANT experts will be limited to the water and wastewater treatment plants, collection system, water distribution system, and stormwater system.