

## **PROJECT AGREEMENT**

Between

THE CITY OF SUNRISE

and

CAROLLO ENGINEERS, INC.

For

Project Agreement No. 18-002-CE

### **SOUTHWEST WATER TREATMENT PLANT WELLS REPLACEMENT**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Carollo Engineers, Inc., Inc. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated October 27, 2010, this Project Agreement (hereinafter referred to as "Project Agreement" or "Agreement") authorizes the CONSULTANT to provide the services as set forth below:

The CITY and the CONSULTANT agree as follows:

#### **SECTION 1 DEFINITIONS**

1.1 **Change Order:** Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times, issued on the effective date of the Agreement.

1.2 **Contract Documents:** The Contract Documents establish the Rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by the CITY, the CONSULTANT or the Engineer to the Contractor are not Contract Documents.

1.3 **Defective Work:** The word "Defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does

not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the CITY).

1.4 **Drawings:** That part of the Contract Documents prepared or approved by the CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

1.5 **Field Order:** A written order issued by the CONSULTANT which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

1.6 **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.7 **Subconsultant:** An entity having a direct contract with the CONSULTANT or with any other Subconsultant for the performance of a part of the Work.

1.8 **Work:** The entire completed construction or the various separately identifiable parts thereof required to be provided under this Project Agreement. Work includes and is the result of performing or providing all labor, services, and documentation necessary to complete the Work, all as required by this Project Agreements.

## **SECTION 2 SCOPE OF SERVICES**

2.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as **EXHIBIT "1"**.

2.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in **EXHIBIT "2"**.

2.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the CONTINUING SERVICES AGREEMENT, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

## **SECTION 3 DELIVERABLES**

As part of the Scope of Services the CONSULTANT shall provide to the CITY the Deliverables as listed in **EXHIBIT "5"**.

## **SECTION 4 TERM / TIME OF PERFORMANCE/ DAMAGES**

4.1 **Term** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **March 31, 2019**, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed **one hundred eighty (180) days**. No other extensions of this Project Agreement shall be effective unless authorized by the City Commission.

4.2 **Commencement** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written Notification of Commencement ("Commencement Date") and receipt of a fully executed Purchase Order provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the CITY'S Director of Utilities or designee prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the CITY'S Director of Utilities or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in **EXHIBIT "5"** of this Agreement for the Director's review.

4.3 **Contract Time** Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as **EXHIBIT "3"**. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

4.4 **No Damages For Delay** The CONSULTANT shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONSULTANT'S control, or by delay authorized or caused by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. The CONSULTANT will not be entitled to damages for delay, howsoever caused. However, additional costs to the CONSULTANT or delays in the CONSULTANT'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONSULTANT wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within thirty (30) calendar days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative shall determine whether or not the CONSULTANT is entitled to a time extension for the delay. The failure of the CONSULTANT to give such notice shall constitute a waiver of any claim under this section.

4.5 Notwithstanding the provisions of Paragraph 4.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction, and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agree EXHIBIT "A", Salary Costs. The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Change Order.

4.6 All limitations of time set forth in this Agreement are of the essence.

## **SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION**

5.1 The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement shall be in conformance with EXHIBIT "E" of the Continuing Services Agreement.

### **5.2 Maximum Amount Not-to-Exceed Compensation-(Not Used)**

5.3 **Lump Sum Compensation** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$164,831.00**. It is understood that the method of compensation is that of Lump Sum, which means that CONSULTANT shall perform all services set forth for the Project's total compensation Lump Sum amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

## **SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT**

Billing and payments to the CONSULTANT shall be in accordance with EXHIBIT "E" of the CONTINUING SERVICES AGREEMENT and EXHIBIT "4" of this Agreement.

## **SECTION 7 TERMINATION / SUSPENSION**

7.1 Termination shall be in accordance with Section 6 of the Continuing Services Agreement.

7.2 Suspension in accordance with Section 43 of the Continuing Services Agreement.

7.3 **Assignment Upon Termination**. Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the CITY and the CONSULTANT shall within ten ( 10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the

CONSULTANT pertaining to this Project Agreement. Upon the CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY. All Work product provided under this Section shall be used solely for its intended purpose.

## **SECTION 8 PERSONNEL ASSIGNED TO PROJECT**

8.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project Agreement. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated;

| <b><u>NAME</u></b>   | <b><u>FUNCTION</u></b>                                    |
|----------------------|-----------------------------------------------------------|
| Lyle Munce           | Company Officer / Project Manager                         |
| Vincent Hart         | Senior Principal Professional / Senior Process Specialist |
| Christopher Reinbold | Principle Professional / Project Manager                  |
| Angelica Gregory     | Professional / Environmental Engineer                     |
| Christopher Carvalho | Principle Professional / Electrical Engineering Manager   |
| Joel Smason          | Principle Professional / Structural Engineer              |
| Angelica Ramirez     | Senior Designer / Project CAD Designer                    |
| Janice Mudd          | Secretarial                                               |

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the abovenamed individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

## **SECTION 9 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

All terms and conditions of the CONTINUING SERVICES AGREEMENT between the CITY and the CONSULTANT dated, **October 27, 2010** not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

## **SECTION 10 SEVERABILITY**

If any term or provision of this Project Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

## **SECTION 11 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 14, 32 and 34.2 of the CONTINUING SERVICES AGREEMENT, should the Parties be involved in legal action against each other arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

## **SECTION 12 PUBLIC RECORDS**

The CONSULTANT shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONSULTANT and this Project Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Project Agreement and following completion of this Project Agreement if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided

to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the CONSULTANT fails to comply with the requirements in this Section 12, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

**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 PROJECT AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL ([CITYCLERK@SUNRISEFL.GOV](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

### **SECTION 13 DISCRIMINATORY VENDOR LIST**

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Project Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

### **SECTION 14 PUBLIC ENTITY CRIMES**

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Project Agreement, CONSULTANT represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

### **SECTION 15 Scrutinized Company (Applicable to agreements over \$1 million for goods or services)**

Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not:

On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;

On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or

Engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Project Agreement if CONSULTANT:

- a. Is found to have submitted a false certification as provided under subsection 287.135(5);
- b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- d. Has been engaged in business operations in Cuba or Syria.

**[SPACE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Carollo Engineers, Inc. by and through its Vice President, duly authorized to execute same.

**CITY**

CITY OF SUNRISE, FLORIDA

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

Mayor Michael J. Ryan

\_\_\_\_\_ day of \_\_\_\_\_, 2017.

AUTHENTICATION:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

(SEAL)

Approved as to form:

Kimberly A. Kisslan, City Attorney  
City of Sunrise  
10770 W. Oakland Park Blvd.  
Sunrise, Florida 33351  
Telephone: (954) 746-3300

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

Kimberly A. Kisslan  
City Attorney

**CONSULTANT**

CAROLLO ENGINEERS, INC.

By: Lyle Munce Chris T. Reinbold

Lyle Munce, P.E.

Chris T. Reinbold, P.E.

Vice President

Associate Vice President

28 day of November, 2017

AUTHENTICATE:

\_\_\_\_\_  
Secretary

Michael W. Barnes

(Please type name of Secretary)

(CORPORATE SEAL)

WITNESSES:

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

## **EXHIBIT "1"**

### **TO**

### **PROJECT AGREEMENT**

### **SOUTHWEST WATER TREATMENT PLANT** **WELLS REPLACEMENT**

### **PROJECT DESCRIPTION**

The Southwest WTP is located at 15400 Watermill Road in the Town of Davie and is owned and operated by the City of Sunrise. Several facility improvements (clarifier rehabilitation, filter replacement, addition of ion exchange, disinfection facilities, as well as other miscellaneous improvements) are currently being constructed to enhance treatment system reliability and improve water quality. Due to the age of existing wells and the limitations associated with remaining service life, the City desires to achieve a comparable level of reliability of the other facility improvements so that water supply wells No. 1 and No. 3 are to be replaced. CONSULTANT shall design the items identified below and produce construction documents suitable for obtaining bids for construction to construct the replacement of wells No. 1 and No. 3.

The systems and facilities to be included in this effort are as follows:

- New surficial aquifer supply wells:
  - New supply wells will be designed. These wells will be sized for capacities consistent with the current and proposed treatment systems. It is anticipated that these wells will extend into the surficial aquifer system with a depth ranging from 50 – 100 ft. It is anticipated that the well diameter will be approximately 12 inches. These wells are proposed as “open hole” wells. Wells will be situated within the current treatment facility site, located to comply with Broward County Health Department (BCHD) regulations and guidelines.
- A well pumping system will be designed to convey raw water from the well/s to the treatment facilities. The system shall consist of a submersible pump and motor, well head piping and valving, flow metering, and the required electrical and control systems necessary for a fully functional well system.
- Flow transmission piping will be designed to incorporate the flow from the new wells into the raw water conveyance system. Well head piping and conveyance system connection appurtenances will be included. Valving to direct and, if necessary, isolate flow from each well will be incorporated.
- Site improvements limited to directing and controlling storm water drainage activities in the area of the wells will be designed to meet applicable codes and regulations. Pavement replacement and/or restoration shall be incorporated into the site improvements.
- A South Florida Water Management District (SFWMD) permit application to modify the facilities current water use permit and construct a replacement well will be submitted, as appropriate. Requests for additional information from the SFWMD will be processed as part of this PA authorization.

- A BCHD permit application to locate and construct the replacements wells will be prepared and submitted. Requests for additional information from the BCHD will be processed as necessary.
- Coordination with the City of Sunrise Community Development Engineering Department will occur as necessary to achieve compliance with City standards.
- Coordination with the Town of Davie Building Department will be included to achieve compliance with Town of Davie requirements.
- Bidding services including:
  - Solicitation for Bids
  - Addenda Processing
  - Evaluation of Contractors & Suppliers
  - Substitution of Materials and Equipment
  - Bid Opening

The schedule for completion of the documents for bidding is indicated in Exhibit 3

Services not included:

- Potholing to confirm location of underground utilities. Should this be determined to be necessary, potholing shall be performed by City forces. Existing site potholing information will be utilized where available.
- Geotechnical Services (none are anticipated to be needed)
- Surveying Services (an existing site survey performed for the Ion Exchange and Other Improvements will be utilized for layout and design purposes.)

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT**

**SOUTHWEST WATER TREATMENT PLANT  
WELLS REPLACEMENT**

**SCOPE OF SERVICES**

**SECTION 1 DESIGN SERVICES**

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

- 1.1 Basis of Design.** (Not Included)
- 1.2 Preliminary Consultation and Analysis.** (Not Included)
- 1.3 Preliminary Design.** After reviewing with the CITY written reports and any adjustments to the design, project budget or schedule authorized by the CITY, the CONSULTANT shall prepare and submit to the CITY a preliminary design for the Project. The Preliminary Design shall address all of the requirements of the Project, shall include drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems, landscape architecture and irrigation design, materials and such other elements as may be appropriate. The Preliminary Design shall include, but not be limited to, the following:
  - 1.3.1 Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, layout, and character of each structure and/or facility;
  - 1.3.2 Preliminary drawings which illustrate all site development requirements including paving, grading, drainage, and exterior piping;
  - 1.3.3 A written description, including preliminary drawings where appropriate, of any and all electrical, mechanical, piping and structural systems of the Project;
  - 1.3.4 Detailed design calculations for all systems including an identification of all mechanical and electrical components relating to same;
  - 1.3.5 If applicable, hydraulic calculations for all pumping systems and schematic piping diagrams for all hydraulic systems;
  - 1.3.6 Preliminary process and instrumentation diagrams illustrating all process locations as well as the functions of all mechanical and electrical components of the Project;

- 1.3.7 A written description of the materials and equipment to be incorporated into the Project and the location of same. The CONSULTANT shall first consult with the CITY concerning equipment and material components and shall give preference to materials and equipment recommended by the CITY. The CONSULTANT shall not use or designate sole source or CITY furnished equipment and/or materials in the project without the expressed written permission of the CITY for each item, material or piece of equipment;
- 1.3.8 A preliminary construction schedule identifying construction constraints;
- 1.3.9 An estimate of the cost of constructing the Project in accordance with the Preliminary Design (said estimate shall be subdivided into separate estimates for the major process divisions if appropriate);
- 1.3.10 Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project.

After presentation of the Preliminary Design to the CITY, the CONSULTANT shall meet with representatives of the CITY and shall receive any comments, suggestions, questions, or other communications from the CITY concerning the Preliminary Design.

- 1.4 **Design for Bidding.** Upon authorization by the CITY, and after reviewing with the CITY the Preliminary Design required by Paragraph (b) hereinabove, and after incorporating any changes or alterations authorized or directed by the CITY with respect to said Preliminary Design or with respect to the requirements of the Project, the CONSULTANT shall prepare and submit to the CITY 90% and 100% Design Documents for Construction in accordance with the project schedule and deliverables. The Design for Construction shall include drawings, plans and specifications (the "Construction Documents") which describe with specificity all elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the CITY. The Design for Construction shall specifically include, but shall not be limited to, the following:
  - 1.4.1 **General Design.** General design covers index of drawings, location and vicinity maps, design data, flow diagrams, hydraulic profile, and general conditions. General drawings and specifications shall be prepared;
  - 1.4.2 **Civil Design.** Civil Design covers the layout of the proposed facilities and associated outside piping, paving, grading and drainage. Contract drawings and specifications for the civil work shall be prepared;
  - 1.4.3 **Structural Design.** Structural design of the equipment foundation, and supports is covered by this task. Contract drawings and specifications for the structural work shall be prepared;
  - 1.4.4 **Mechanical Design.** Mechanical design consists of the selection, design, and layout of new pumping equipment and piping. Mechanical design covers external protective coatings for

buried and submerged metallic pipelines. Contract drawings and specifications for the mechanical work shall be prepared;

- 1.4.5 Electrical Design. Electrical design consists of the analysis of power utility service, determination of power requirements, preparation of lightning and circuit diagrams, and design of electric motors. Contract drawings and specifications for the electrical work shall be prepared;
- 1.4.6 Instrumentation and Control Design. Instrumentation and control design consists of development of specific control systems for the systems specified (P&ID's shall show layouts of all project systems and the relationships of systems and subsystems to one another.) The diagrams serve as process summaries, design control, construction and operation aids. Control panels are designed for the instrument and display components selected and existing components modified or replaced. Contract drawings and specifications for the instrumentation work shall be prepared.
- 1.5 Estimate of the Cost of Construction. Contemporaneously with the submission of the 90% Design for Construction documents, the CONSULTANT shall submit to the CITY in writing its updated Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit. Absent clear and convincing negligence on the part of the CONSULTANT in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;
- 1.6 Permit Documents: The CONSULTANT shall prepare permit documents required for the approval of authorities having jurisdiction over the Project, and the CONSULTANT shall coordinate the issuance of all required permits with any authorities having jurisdiction of same. The CITY shall pay all permitting, application and processing fees.

## SECTION 2 **BIDDING SERVICES**

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

- 2.1 **Solicitation of Bids.** The CONSULTANT shall prepare bid specifications and packages as directed by CITY and make them available for distribution to all prospective bidders. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project during normal business hours for all prospective bidders. The CONSULTANT shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of this agreement. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of pre-bid conferences; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;
- 2.2 **Addenda.** The CONSULTANT shall prepare for CITY approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY and shall be reimbursed for the actual costs of reproduction at the same reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' questions and comments at any time during the bidding process.
- 2.3 **Evaluation of Contractors and Suppliers.** The CONSULTANT shall investigate, analyze, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder;
- 2.4 **Substitution of Materials and Equipment.** The CONSULTANT will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the CITY with respect to same;
- 2.5 **Bid Opening.** The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY. The CITY shall prepare appropriate bid tabulation sheets. The CONSULTANT shall assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services.



**SECTION 3 Construction Cost.** If the bid cost of construction exceeds the estimated cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of such construction costs, and have done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Agreement.

**SECTION 4 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES (Not Included)**

**SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE (Not Included)**

**SECTION 5 SPECIAL SERVICES OF THE CONSULTANT (Not Included)**

**SECTION 6 SERVICE SCHEDULE**

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

**SECTION 7 MISCELLANEOUS SERVICES (Not Included)**

**EXHIBIT "3"**

**TO**

**PROJECT AGREEMENT**

**SOUTHWEST WATER TREATMENT PLANT**  
**WELLS REPLACEMENT**

**PROJECT SCHEDULE**

| <b>Task/Description</b>                                    | <b>Task/Completion<br/>In Weeks Following Authorization</b> |
|------------------------------------------------------------|-------------------------------------------------------------|
| 1.3 – Preliminary Design                                   | 10                                                          |
| 1.4 – 90% Design Submittal                                 | 16                                                          |
| 1.4 – 100% Design Submittal                                | 20                                                          |
| 1.5 – Final Estimate of the Cost of Construction           | 20                                                          |
| 1.6 – Final Permit Application Documents                   | 24                                                          |
| 2.0 – Bidding Services (Includes 4 week<br>bidding period) | 24                                                          |

**EXHIBIT "4"**

**TO**

**PROJECT AGREEMENT**

**SOUTHWEST WATER TREATMENT PLANT**

**WELLS REPLACEMENT**

**P A Y M E N T   S C H E D U L E**

| <b>Task/Description</b>                          | <b>Percent of<br/>Total Fee</b> | <b>Fee</b> |
|--------------------------------------------------|---------------------------------|------------|
| 1.3 – Preliminary Design                         | 25.7                            | \$42,306   |
| 1.4 – 90% Design Submittal                       | 35.0                            | \$57,761   |
| 1.4 – 100% Design Submittal                      | 11.7                            | \$19,254   |
| 1.5 – Final Estimate of the Cost of Construction | 4.3                             | \$7,040    |
| 1.6 – Final Permit Application Documents         | 12.9                            | \$21,173   |
| 2.0 – Bidding Services                           | 10.4                            | \$17,297   |
| Total                                            | 100.0                           | \$164,831  |

**EXHIBIT "5"**

**TO**

**PROJECT AGREEMENT**

**SOUTHWEST WATER TREATMENT PLANT**  
**WELLS REPLACEMENT**

**DELIVERABLES**

| <b>Task/Description</b>                                 | <b>Task/Completion<br/>In Weeks Following Authorization</b> |
|---------------------------------------------------------|-------------------------------------------------------------|
| 1.3 – Preliminary Design Submittal                      | 10                                                          |
| 1.4 – 90% Design Submittal                              | 16                                                          |
| 1.4 – 100% Design Submittal                             | 20                                                          |
| 1.5 – Final Estimate of the Cost of Construction        | 20                                                          |
| 1.6 – Final Permit Application Documents                | 24                                                          |
| 2.0 – Bidding Services (Includes 6 week bidding period) | 24                                                          |

The CONSULTANT shall provide four (4) hard copies, and two (2) PDF copies for all deliverables. Native files will be provided prior to completion of the project.

**EXHIBIT "D"**  
**SUBCONSULTANTS LIST**  
**SOUTHWEST WATER TREATMENT PLANT**  
**WELLS REPLACEMENT**

1. ADS Engineering