

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen and Sawyer, P.C.

For

Project Agreement No. 20-011-HS

SHOTGUN ROAD WASTEWATER FORCE MAIN IMPROVEMENT DESIGN AND BIDDING SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated **October 28, 2010**, this Project Agreement between the City of Sunrise ("CITY") and Hazen and Sawyer, P.C. ("CONSULTANT") 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. Exhibit "D" Subconsultants List is attached hereto and incorporated herein and contains Subconsultants approved by the CITY for work under this Project Agreement.

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 **September 30, 2022**, 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 **180** days. No further 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 Agreement **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.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project, (as listed in **Exhibit "A"** of the Continuing Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs \$494,721.

5.3 **Lump Sum Compensation.** NOT USED

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:

NAME

Patricia Carney, PE
Jennifer McMahon, PE
Anthony Niemiec, PE
Anna Lindsay
Gerber Diaz
Terry Bocas
Teresa McNally

FUNCTION

Company Officer
Civil, Process Mechanical, Technical Expert
Civil, Professional
Assistant Professional
Senior Designer
Senior Designer
Senior Administrator

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 above named 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 Service Agreement" between the CITY and the CONSULTANT dated, **October 28, 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 6.2, 14 and 32 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 attorneys' 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).

[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 Hazen and Sawyer, P.C. by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
____ day of _____, 202__.

AUTHENTICATION:

Felicia M. Bravo
City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

Hazen and Sawyer, P.C.

By: _____

Patricia A. Carney, P.E.
Vice President

_____ day of _____, 202__.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "1"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCEMAIN IMPROVEMENTS DESIGN AND BIDDING SERVICES

P R O J E C T D E S C R I P T I O N

The CITY owns, operates, and maintains a wastewater collection and transmission system which services the City of Sunrise and parts of the City of Weston and the Town of Davie. The CITY's wastewater transmission system provides a means of transporting customer generated wastewater flows to each of the three CITY-owned wastewater treatment plants. One of the primary branches within the transmission system piping network is a 12-inch PVC force main along SW 154th Avenue (Shotgun Road) which transmits wastewater from wastewater basins in the southern portions of the existing service area to the Sawgrass Wastewater Treatment Plant.

Recently, the CITY conducted updates to its 2017 Wastewater Hydraulic Model, as well as its 2008 Water and Wastewater Master Plan, and executed scenarios reflecting existing and future conditions, with projections for infrastructure needs extending to the year 2040. Additionally, recent modeling efforts were performed under a previously executed Letter Agreement to include two new Town of Davie developments; the Cambria Hotel and the Arbor Reserve residential community, which are anticipated to construct two new private lift stations that will connect to the Shotgun Road transmission system. The results of this hydraulic evaluation are summarized in a Technical Memorandum prepared by Hazen and Sawyer dated March 19, 2020 entitled "Cambria Hotel and Arbor Reserve Developments". These modeling efforts have confirmed the need for capacity improvements along the Shotgun Road corridor as well as for discharge force mains for three connecting lift stations (LS343, LS353, and LS355). In addition, the recommended capacity improvements have considered negative impacts to other lift stations that are dependent on this transmission segment of the system; specifically, the group of lift stations (LS) just north of Griffin Road (i.e. LS346, LS347, LS348, LS349, LS352, and LS360), as well as a group of lift stations located in the SW wastewater basin which discharge from LS412 through the Shotgun Road force main. The performance of lift station wet wells was evaluated for surcharging based on a 2-Year/24 Hour standard design storm event, which produces 4.5-inches of rain.

This project agreement provides design, permitting, and bid assistance for the installation of approximately 18,000 linear feet of 12-inch parallel force main along Shotgun Road and approximately 3,500 linear feet of 4-inch parallel discharge force mains for three connecting lift stations. The force main will extend south from a location approximately 250 feet north of South New River Circle in the vicinity of SW 160th Avenue, to SW 14th Street. The proposed force main will include a segment of pipe that will cross Interstate I-75 to Shotgun Road where it will run south to SW 45th Street and tie into the existing 12-inch DIP force main at this point. The design will include at least ten connection points. Exhibit "6" provides a conceptual alignment of the proposed parallel force main and associated connections, and a copy of Exhibit "6" is attached to this Project Agreement and incorporated into Exhibit "1" as if fully set forth herein.

EXHIBIT "2"

TO

PROJECT AGREEMENT

**SHOTGUN ROAD WASTEWATER FORCEMAIN IMPROVEMENTS DESIGN AND BIDDING
SERVICES**

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 USED

1.2 Preliminary Consultation and Analysis. NOT USED

1.3 Project Meetings. CONSULTANT shall attend the following meetings in support of project implementation:

- Kickoff Meeting (Minutes will be provided)
- Pre-Design Meeting with Town of Davie (Minutes will be provided)
- Preliminary Design Report review meeting (Minutes will be provided)
- 60% Design Workshop Meeting (Minutes will be provided)
- 100% Design Workshop Meeting (Minutes will be provided)

1.4 Preliminary Design. 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 preliminary pipeline alignment drawings and other documents to fix and describe the size and character of the Project as to civil design, materials and such other elements as may be appropriate. The Preliminary Design shall include, but not be limited to, the following:

- 1.4.1 Gather and review readily available project area as-built and record drawing information. This task includes coordination with the City of Sunrise's Community Development Department to access, digitally scan, and/or copy relevant documents;
- 1.4.2 Perform a field visit which shall include walking along the proposed alignment, taking photos and documenting major above ground features that may impact the new pipeline;
- 1.4.3 Coordinate and schedule a meeting with the Town of Davie to discuss the proposed project and possible impacts to the area. Repair and reconstruction requirements by the Town of Davie shall be discussed during this meeting;
- 1.4.4 A site survey accurately depicting all relevant topography features, existing structures, existing trees, and utilities. The site survey shall be authorized separately in writing by the

CITY before executing. Billing for the site survey should be on a Time and Materials & Not to Exceed basis, and total survey fee shall not exceed the amount presented in the Payment Schedule. The scope of work for the site survey is included in Exhibit "7", a copy of which is attached to the Project Agreement and incorporated into Exhibit "2" as if fully set forth herein;

- 1.4.5 The CONSULTANT shall utilize a registered licensed surveyor to designate existing utilities along the proposed pipe alignment through subsurface utility engineering (SUE) exploration methods. Billing for the SUE should be on a Time and Materials & Not to Exceed basis, and total survey fee shall not exceed the amount presented in the Payment Schedule. The scope of work for SUE is included in Exhibit "7";
 - 1.4.6 A comprehensive and accurate geotechnical report prepared by a qualified geotechnical subconsultant which shall include test borings, analysis, and studies depicting all geotechnical data and recommendations necessary for the design and construction of the Project;
 - 1.4.7 A preliminary alignment of the proposed force main;
 - 1.4.8 A list of all required permits for the project;
 - 1.4.9 A preliminary construction schedule identifying critical lead times and construction constraints;
 - 1.4.10 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);
 - 1.4.11 Any other documents or exhibits required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project;
 - 1.4.12 CONSULTANT shall assemble the information gathered under this Task and prepare a draft Preliminary Design Technical Memorandum (TM). The TM will include a discussion of the proposed pipeline routing, possible required easements, if any, and connections to existing piping;
 - 1.4.13 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;
 - 1.4.14 CONSULTANT shall revise the TM based on feedback received from the CITY and submit a final Preliminary Design Technical Memorandum. This document shall comprise the basis of the detail design documents for the project.
- 1.5 **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, and in no event later than two hundred ninety-four (294) days after receipt of Notice To Proceed, the CONSULTANT shall prepare and submit to the CITY 60% 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:

- 1.5.1 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;
- 1.5.2 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;
- 1.5.3 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 submit to the CITY a list of any and all proposed sole source or CITY furnished equipment. 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;
- 1.5.4 Tree Disposition Plan. If required, a tree disposition plan will be prepared by CONSULTANT for inclusion into the Bid Documents. The Bid Schedule shall include line items to address tree removal and replacement in accordance with the tree disposition plan.
- 1.6 Estimate of the Cost of Construction. Contemporaneously with the submission of the 60% 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;

- 1.7 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 CONSULTANT shall prepare all applicable permit applications and supply corrected 90% drawings for submittal with those applications and obtain permit review approval status prior to bidding the project, unless otherwise directed by the Utilities Director. Failure to identify governmental authorities that have jurisdiction over the project does not relieve the CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate. The CITY shall pay all permitting, application and processing fees, including:

- Florida Department of Transportation
- State of Florida Department of Environmental Protection Department (FDEP)
- Broward County Environmental Protection and Growth Management Division (BCEPGMD)
- Town of Davie Engineering and Building Division
- City of Sunrise Community Development Department - Engineering
- Broward County Traffic Engineering Division

Design shall be completed by a Florida Registered Professional Engineer experienced in South Florida pipeline design.

- 1.8 Easements.** The CONSULTANT shall advise the CITY of easements required for construction of the proposed force main. The CITY shall prepare all documentation required for obtaining easements.

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. 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 a pre-bid conference and work site visits (virtual or in-person);

- 2.2 **Addenda.** The CONSULTANT shall prepare for CITY approval addenda as appropriate to interpret, clarify or expand the Bidding Documents as required to address technical inquiries from bidders. The CONSULTANT shall provide a digital copy of all addenda to the CITY for distribution to prospective bidders. 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' technical questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the CITY.
- 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 up to a maximum of three (3) bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder. Non-technical bidding requirements shall be evaluated by the CITY. CONSULTANT shall make a recommendation to the CITY in regard to the award of the contract.
- 2.4 **Substitution of Materials and Equipment.** NOT USED. It is assumed that bidders will conform to the Contract Documents requiring all materials and equipment to appear on the CITY's Approved Products List;
- 2.5 **Bid Opening.** The CONSULTANT shall attend the bid opening, 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 as described above;
- 2.6 **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 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES. NOT USED

Unless otherwise agreed in writing, the CONSULTANT shall perform the following Contract Administration Services in connection with the Project:

SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE. NOT USED

SECTION 5 SPECIAL SERVICES OF THE CONSULTANT. NOT USED

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 USED

SECTION 8 KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as exercise any valves as necessary to assure proper operation.
2. CONSULTANT shall provide the following Conformed Documents: six (6) sets of specifications and six (6) sets of half size drawings for contract execution; and six (6) sets of full size "D" drawings and six (6) sets of half-size drawings in accordance with permit approvals. CONSULTANT shall provide specification pages changed per addenda on colored paper. CONSULTANT shall provide notes on drawings changed per addenda; and CONSULTANT shall cloud and note all drawing changes required for each permit jurisdiction approval.
3. This Scope of Work does not include any modeling efforts due to change in Scope of Work.
4. All permit/certification fees shall be paid by CITY.
5. CITY will attend meetings with Town of Davie as required.

6. Public information, provision of presentation materials, or meetings with Homeowner Associations or other stakeholders are not included.
7. CITY shall be responsible for obtaining any easements if required.
8. CONSULTANT shall prepare invoices on a per task basis. Invoices will not be broken down into subtasks.

EXHIBIT "3"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCEMAIN IMPROVEMENTS DESIGN AND BIDDING SERVICES

PROJECT SCHEDULE

Task/Description	Task/Completion In Weeks Following Authorization
Task 1: Design Services	
1.4 Preliminary Design – Survey and Geotech	12
1.4 Preliminary Design	18
1.5 Design for Bidding – 60% Design	28
1.5 Design for Bidding – 100% Design	34
1.7 Permit Documents	50
Task 2 – Bidding Services	66

The schedule assumes two weeks CITY review time for the Preliminary Design Technical Memorandum, 60% and 100% Design submittals. The ultimate duration for Permitting Services Task is beyond control of the CONSULTANT and is an estimate only.

EXHIBIT "4"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCE MAIN IMPROVEMENTS DESIGN AND BIDDING SERVICES

P A Y M E N T S C H E D U L E

Task	Task Description	Percent of Total Fee	Fee
1	Design Services		
1.3	Meetings	1	\$10,761
1.4	Preliminary Design	14	\$63,464
1.5	Design for Bidding	33	\$122,216
1.6	Estimate of Cost of Construction	2	\$12,842
1.7	Permit Documents	11	\$43,355
2	Bidding Services	4	\$21,968
1 and 2	Subtotal (LUMP SUM)		\$274,606
	Other Direct Costs		
	Reproduction Costs and ODC's	1	\$6,500
	Geotechnical Investigation (Radise)	5	\$32,805
	Subsurface Utility Designates (CTA)	5	\$30,000
	Survey (CTA)	20	\$130,000
	Locates (CTA) (Vacuum Excavations, Assumes 40)	4	\$17,960
	Easement Documents (Assumes 3 areas)	0	\$2,850
	Subtotal (MAXIMUM NOT TO EXCEED)		\$220,115
	TOTAL	100	\$494,721

EXHIBIT "5"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCE MAIN IMPROVEMENT DESIGN AND BIDDING SERVICES

D E L I V E R A B L E S

Task	Task Description	Deliverable
1	Design Services	
1.3	Meetings	Minutes
1.4	Preliminary Design	Technical Memorandum
1.5	Design for Bidding	Design 60% and 100% Construction documents – six (6) hard copies and an electronic copy of Drawings and Specifications for each design phase.
1.6	Estimate of Cost of Construction	Electronic copy of 60% and 100% Cost Opinion
1.7	Permit Documents	Electronic copies of permit application, RFIs, RFI Responses, and permits as available.
2	Bidding Services	Three (3) hard copies and an electronic copy of the bid documents, electronic copies of RFIs and Responses, Electronic copy of the Bid Recommendation

EXHIBIT "6"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCE MAIN IMPROVEMENT DESIGN AND BIDDING SERVICES



EXHIBIT "7"

TO

PROJECT AGREEMENT

SHOTGUN ROAD WASTEWATER FORCE MAIN IMPROVEMENTS DESIGN AND BIDDING SERVICES

SCOPE OF WORK – SURVEY, SUBSURFACE UTILITY LOCATION, AND FIELD LOCATES (TEST HOLES)

(Craven Thompson & Associates, Inc.)

SW 145th Avenue (Shotgun Road) Force Main Improvements

The Not to Exceed scope of work to be provided by SUBCONSULTANT includes professional services for the elements listed below; it includes Surveying and utility location services for a proposed force main on SW 145th Avenue, SW 14th Street, SW 160th Avenue, South New River Circle, Weston Road, and some interior roadways within the Plat of “Riverstone” (PB 172-111 Broward County Records). The project alignment consists of approximately 24,123 linear feet of road right-of-way. Actual survey boundaries shall be defined after meeting with Town of Davie and the preliminary walkthrough performed by the Consultant.

Scope of Work:

Survey shall meet current Surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as defined in Chapter 51-17, Florida Administrative Code. Survey shall include the following:

- Recovery of sufficient existing boundary and/or right of way monumentation to determine the right of way lines needed to tie all visible improvements.
- Locations of all aboveground and visible improvements, including pavement, pavement markings, slabs, fences, signs, overhead wires, utility poles, trees, and other utility features within the limits of the existing rights of way.
- Rims, inverts, and pipe sizes shall be measured on all sanitary and storm drainage structures found within approximately 200 feet of the project limits, if accessible and physically unobstructed, otherwise they will be noted on the drawing.
- Coordinate with an Underground Utility Location Services to locate any underground utilities within the above limits. Locate underground utilities to the extent possible on the survey. Incorporate results of subsurface utility investigation in Survey.
- Identify all existing easements and reference recorded documents (OR Book and page) that show on recorded Plats within the Public Records of Broward County. A title search is not included as part of this Task.
- Existing trees, three (3) inches in diameter and above, at four (4) feet above ground, shall be located and identified with diameter and common name.

- Elevations or cross sections shall be taken at 100-foot intervals along the roadway and extend approximately 10 - 15 feet outside the right of way where accessible, as permitted by the adjacent property owners, and can be done safely by the Survey crew in the field.
- The elevations shall be relative to the North American Vertical Datum of 1988 (NAVD88) and based on National Geodetic Survey (NGS) or Florida Department of Transportation benchmarks.
- The surveys shall be in the horizontal projection: State Plane, Florida East Zone, NAD 83(90), US Survey feet.
- Provide semi-permanent survey control and benchmarks along roadway at approximately 500-foot intervals. Provide benchmark references on Survey drawing.
- Survey baselines shall approximate the center of the right of way when possible. Baselines shall increase in stationing. The value starting station shall be chosen in such a manner as to guard against the likelihood of negative stationing in the event that the project is extended down-station. Suggested beginning stations are; 30+00 for primary baselines.
- Survey drawings shall be prepared in AutoCAD Civil 3D, Version 2019 or higher.
- Final deliverable shall be provided in 20 hard copy, signed and sealed surveys, and one electronically signed and sealed PDF. Surveys shall be prepared at 22" x 34" size, suitable for printing offset on 24" x 36" paper.
- Additional Hard copy, signed and sealed sets, or electronically Signed and sealed PDF's of the surveys for Engineering submittals will be billed separately.
- Prepare Sketches and Legal descriptions of easements that may be required within the "Riverstone" plat, recorded in Plat Book 172, page 111, Broward County Records or at any other tie-in locations along the proposed force main route.

Subsurface utility investigation shall be performed to determine approximate location of existing underground utilities at potential utility crossings. Subsurface utility investigation shall include the following:

- Coordinate with subsurface utility investigation company to perform horizontal locations of existing conductive utilities using electromagnetic induction and ground penetrating radar techniques.
- Mark selected utilities on the ground surface using APWA color marking standards.
- Request a design ticket through Sunshine One Call of Florida.
- Coordinate with utility owners and review and/or obtain all available documentation as it relates to the project.
- Have Survey crew coordinate with Utility marking crew in the field to locate utility markings and plot them on survey drawing.

- Coordinate with Utility Investigation company to provide Test Holes excavates and reports at requested locations by the Engineer of Record.
- Survey locations of Test Holes with elevations at ground.
- Provide copies of documentation of all utilities to HAZEN.

EXHIBIT "D"

SUBCONSULTANTS LIST

1. Craven Thompson & Associates, Inc.
2. Radise International, L.C.