

## **PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**And**

**BROWN AND CALDWELL (CORPORATION)**

**For**

**PA 21-013-BC**

**Sawgrass WWTP Train B Improvements Basis of Design Report (BODR)**

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Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (“City”) Brown and Caldwell (Corporation) (“Consultant”) for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as “Continuing Services Agreement”) dated May 7<sup>th</sup>, 2021, this Project Agreement (hereinafter referred to as “Agreement”) authorizes the Consultant to provide the services as set forth below:

### **SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7<sup>th</sup>, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

### **SECTION 2 CONSULTANT’S BASIC DUTIES TO CITY**

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as “the Project”) and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant’s duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT “1,” Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.
- 2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 THIRTY PERCENT DESIGN DOCUMENTS – NOT USED.

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED.

2.5 ONE HUNDRED PERCENT DOCUMENTS – NOT USED.

2.6 ADMINISTRATION OF CONSTRUCTION – NOT USED.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT “1,” Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City’s approval a schedule for the performance for the Consultant’s services that 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 five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) 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 the Continuing Services Agreement as EXHIBIT “B” Hourly Rates. The reasonable term of construction upon

which the fees for Construction Administration Services in this Agreement 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 forty-eight (48) hours 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.

2.8.2 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 "2." 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, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Basis of Design Final Report ..... \$100.00/day

2.8.4 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 or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City, , and not unreasonably withheld. 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 three (3) working 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 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.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time

to complete performance under the Construction Contract 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 "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement

## 2.9 PERSONNEL

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

| <u>NAME</u>       | <u>FUNCTION</u>        |
|-------------------|------------------------|
| Celia Earle       | Client Service Manager |
| Diego Herrera     | Project Manager        |
| Garrett Isabell   | Staff Engineer         |
| Bill Eleazer      | Senior Advisor/QC      |
| George Bloom      | Senior Advisor/QC      |
| Robert Abordo     | Electrical Engineer    |
| Bradley Dickerson | I&C Engineer           |

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 3 CITY'S BASIC DUTIES TO CONSULTANT**

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the

drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.

- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

**SECTION 4 CONSTRUCTION COSTS**

- 4.1 If the cost of construction exceeds the 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 having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

**SECTION 5 BASIS OF COMPENSATION**

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$65,825.00** based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.
- 5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following phases:

| <b>MILESTONE 1</b> |  |                             |            |          |
|--------------------|--|-----------------------------|------------|----------|
| <b>Task</b>        | <b>Task Description</b>                                    | <b>Percent of Total Fee</b> | <b>Fee</b> |          |
| <b>1.1</b>         | <b>Preliminary Investigations and Facility Assessments</b> |                             |            |          |
| <b>1.1.1</b>       | Kickoff Meeting  | 5%                          | \$         | 3,341.00 |
| <b>1.1.2</b>       | Data Review  | 3%                          | \$         | 1,659.00 |
| <b>1.2</b>         | <b>Basis of Design Report (BODR)</b>                       |                             |            |          |

|                      |                                       |             |                     |
|----------------------|---------------------------------------|-------------|---------------------|
| 1.2.1 to 1.2.7       | Submit Draft BODR                     | 77%         | \$ 50,737.00        |
| 1.2.8                | Technical Review Meeting – Draft BODR | 4%          | \$ 2,854.00         |
| 1.2.9                | Submit Final BODR                     | 9%          | \$ 5,734.00         |
| <b>Reimbursables</b> |                                       | 2%          | \$ 1,500.00         |
| <b>Total</b>         |                                       | <b>100%</b> | <b>\$ 65,825.00</b> |

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT “B” Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant’s services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

**SECTION 6 BILLING AND PAYMENTS TO CONSULTANT**

6.1 Billing by the Consultant shall be in accordance with EXHIBIT “E” of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT “E” of the Continuing Services Agreement and EXHIBIT “2” of this Agreement.

6.2 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant’s in the interest of the Project, as follows:  
Not to exceed **\$1,500.00** without prior written authorization by the City.

**SECTION 7 TERM**

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **June 30, 2022**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this 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 further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

**SECTION 8 TERMINATION**

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days’ written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the

date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

## 8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this 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 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 9 SEVERABILITY**

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

[REMAINDER OF PAGE LEFT INTENTIONALLY 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 Brown and Caldwell (Corporation), signing by and through its Client Services Manager duly authorized to execute same.

**CITY**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

AUTHENTICATION:

\_\_\_\_\_  
City Clerk  
(SEAL)

Approved as to form for the City:

By: \_\_\_\_\_  
Kimberly A. Kisslan  
City Attorney

**CONSULTANT**

Brown and Caldwell (Corporation)

By: \_\_\_\_\_  
Celia Earle, Ph.D. BCEEM  
Client Services Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WITNESSES:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

## **EXHIBIT "1"**

### **SCOPE OF SERVICES**

PA 21-013-BC

Sawgrass WWTP Train B Improvements - BODR

#### **Project Description**

The City of Sunrise (City) needs to complete the improvements to Aeration Train B of the Sawgrass Wastewater Treatment Plant (Plant) as part of the Renewal and Replacement Program (R&R). The primary goal of this project is to complete a basis of design report (BODR) for the required improvements including:

- Propose improvements to replace the aeration tank influent slide gates, frames and manual handwheel operators (4 total).
- Propose improvements to replace the existing aeration system to include demolishing and replacing all diffusers and diffuser manifolds (all PVC/CPVC components) of Train B.
- Propose improvements for the replacement in kind of the existing butterfly valves, gaskets, and bearings on the process aeration system drop legs. Note that there do not appear to be any isolation valves on the process aeration system header from the blowers to the four aeration tanks (two headers, one each for Tanks '1/2 and '3/4). The valves on the drop legs are the only isolation valves at the aeration tanks making it necessary to shut down the entire aeration system to replace these valves.
- Propose replacement of the process aeration air flow rate gauges on the aeration drop leg piping. The effort assumes the existing orifice plates and tubing are in good shape, can be reused and that replacement parts are available.
- Propose replacement of influent/effluent channel stop gates. The existing system uses a manually inserted plate type stop. The bottom of the slide stop gates has a similar insert imbedded in the channel bottom that fills with debris and makes it difficult to install the gates and prevents true isolation from being achieved. The CONSULTANT will evaluate the use of conventional stop logs with bracket guides added to the channel side walls as well as adding additional isolation in the channel to provide isolation for the further basins while keeping the nearer basins on-line.
- Develop planning level opinion of probable construction cost and construction schedule for the recommended improvement

#### **Scope of work**

The CONSULTANT shall perform the following design services in connection with the Project:

**Preliminary Investigations and Facility Assessment:** The Preliminary Investigations and Facility Assessments will define the nature of the facility operating criteria and establish the basic data

and design criteria that will govern the subsequent design of proposed improvements to the Train B aeration system.

**Kickoff Meeting:** A project kick-off meeting will be held to review project goals and objectives. Meeting minutes will be prepared and distributed.

**Data acquisition and review:** Review previous engineering studies and design documents regarding the Sawgrass WWTP Train B.

**Basis of Design Report:** The BODR will define the operating criteria and establish the basic data and design criteria that will govern the final design of the proposed Train B improvements at the Sawgrass WWTP. The BODR shall include the following information:

- Review and summarize the Train B facilities.
- Basis of Design Summary of Proposed Improvements. This will include a summary of design criteria for the improvements.
- A summary of applicable laws, regulations, ordinances, permits, and other requirements of governmental entities having jurisdiction over the design or construction of the Project. Findings shall be presented in the BODR in tabular form.
- Process Mechanical recommendations, including:

A design narrative description/summary for Train B that includes process flow description, equipment sizes, operational strategies and conceptual control philosophy, redundancy requirements (firm capacities, out-of-service unit requirements, etc.).

- Drawings including: A preliminary process flow diagram, and general mechanical layout plans showing major equipment to be replaced.
- Instrumentation and Control design recommendations including:
  - 1.) Replacement of the existing gauges and possibly orifice plates/tubing/gauges on the drop legs (please note that there is no data transmission), and 2) replacement of existing Dissolved Oxygen Flow Elements and existing Flow Indicator Transmitter.
- A description of preliminary constructability issues including proposed construction schedule and sequence, discussion of major planned shutdowns/bypasses/outages, and other constructability challenges commensurate with the level of detail in this scope.
- A concept level opinion of probable construction cost for the improvements (AACE Class 5).

A virtual technical workshop will be held to discuss the results of the Draft BODR with the City. Minutes will be prepared and distributed following this meeting.

## **Deliverables**

1. A Draft BODR will be prepared and submitted to the City for review.

2. Final BODR will be prepared based on the review of the draft documents and comments provided by the City.

Five hard copies of the deliverables will be provided to the City.

### **Assumptions**

1. Complete Record Drawings of the Sawgrass WWTP Facility will be provided to Consultant by the City. If Record Drawings are not available, City will provide most recent construction drawings to Consultant.
2. City will provide Consultant safe access to all required areas of the project site.
3. Surveying services, utility location services, and geotechnical investigations are not part of this Scope of Services and will be performed during the preliminary and final design phase. Consultant's work for this Scope of Services will rely on the accuracy of information provided by the City. If drawings, data, or historical records are determined to be inaccurate, field effort may be required. Consultant will alert the City if field effort is required.
4. Flow and loads information will be provided by the City.
5. Assessment and Replacement of Blower system is not included in this scope.
6. Permitting is not included in this Scope of Services.
7. Consultant is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the cost of design or construction.
8. Condition assessment of underground infrastructure is not included in this Scope of Services.
9. Structural assessment of Train B is not included in the assessment.
10. Hydraulic modeling is not included in the scope of work.
11. Structural evaluation, assessments or recommendations regarding multiple small leaks in both the influent and effluent channels at Train B is not included in the scope.
12. Electrical capacity assessment is not included in this scope.
13. Consultant assumes that City will continue using ceramic diffusers. No alternative evaluation is included in the scope.
14. Process Modeling is not included in the scope of work for this project.
15. It is assumed an in-kind replacement of the components listed in the scope.
16. It is assumed that formal alternative evaluations and cost evaluations will not be provided for the proposed improvements.

EXHIBIT "2"

PROJECT SCHEDULE

PA 21-013-BC

Sawgrass WWTP Train B Improvements - BODR

| <b>MILESTONE 1</b>   |  |   |
|--|--|---|
| <b>Task</b>  | <b>Task/Completion Duration in Weeks</b> | <b>Task/Completion in Weeks Following Authorization</b> |
| <b>1.1 Preliminary Investigations and Facility Assessments</b> |  |   |
| 1.1.1 Kickoff Meeting  | 1  | 1   |
| 1.1.2 Data Review  | 2  | 3   |
| <b>1.2 Basis of Design Report (BODR)</b>                       |  |   |
| 1.2.1 to 1.2.7 Submit Draft BODR                               | 5  | 8   |
| 1.2.8 Technical Review Meeting – Draft BODR                    | 2  | 10  |
| 1.2.9 Submit Final BODR  | 2  | 12  |