

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement No. PA 21-012-HS

SOUTHWEST WWTP RAS PIPING AND WATER MAIN REPLACEMENT DESIGN AND BIDDING

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") **Hazen and Sawyer, P.C.** ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 11, 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 11, 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.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

2.3 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.4 NINETY PERCENT DESIGN DOCUMENTS

2.4.1 Based on the previous BODR documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of 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 architectural and irrigation design; materials and such other elements as may be appropriate.

2.4.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5 ONE HUNDRED PERCENT DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project. This can begin when the design documents are approximately 90% complete.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's 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 rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.
- 2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

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 NOT USED
- 2.7.4 NOT USED
- 2.7.5 NOT USED

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: Project Task 1.4.1 – 90% Submittal to CDD Eng/Bldg \$100/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 NOT USED

2.9 PERSONNEL

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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>
Patricia Carney, PE	Company Officer
Jennifer McMahon, PE	Technical Expert
David Bannett, PE	Senior Principal Professional
Jean Paul Silva, PE	Senior Principal Professional
Keith Dinnen, PE	Supervising Professional
Anthony Niemiec, Jr., PE	Professional
Terry Bocas	Senior Designer
Teresa McNally	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 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.

Authorized City Representative’s Initials: _____

Authorized Consultant Representative’s Initials: _____

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 **\$193,878.00** 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 tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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 tasks:

Task No.	Task / Description	Fee	Percent of Fee
1.1	Project Meetings	\$5,113	2.64%
1.2.1	Specific Purpose Topographical Survey	\$12,600	6.50%
1.2.2	Pothole Allowance (up to 20 potholes)	\$6,980	3.60%
1.2.3	Underground Horizontal Utility Locates	\$7,920	4.08%
1.3	Geotechnical Exploration	\$5,482	2.83%
1.4.1	90% Design/90% OPCC	\$99,169	51.15%
1.4.2	100% Design/100% OPCC	\$11,065	5.71%
2.0	Permitting Services	\$39,792	20.52%

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

Task No.	Task / Description	Fee	Percent of Fee
3.0	Bidding Services	\$5,757	2.97%
	TOTAL	\$193,878	100%

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 "3" of this Agreement.

6.2 REIMBURSABLE EXPENSES – NOT USED

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 for **550 days**, 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

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

SECTION 10 FOREIGN GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

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., signing by and through its Vice President 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:

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 _____, 20__.

AUTHENTICATE:

Vice President

Robert B. Taylor, Jr., P.E.
Name of Vice President

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "1"

SOUTHWEST WWTP RAS PIPING AND WATER MAIN REPLACEMENT DESIGN AND BIDDING

SCOPE OF SERVICES

The CITY has requested Hazen to perform design, permitting and bidding services for the Southwest Wastewater Treatment Plant (WWTP) Return Activated Sludge (RAS) Piping and Water Main Replacement project.

BACKGROUND

The City of Sunrise (CITY) owns, operates and maintains the Southwest WWTP. The design capacity for the Southwest WWTP is one million gallons per day (mgd) annual average daily flow (AADF). Current flows are approximately 300,000 gallons per day. This project includes two areas A) Clarifier RAS piping replacement and minor modifications to the RAS pump station wet well and B) a proposed water main outside the property line and a replacement water main within the property line.

A) RAS Piping Replacement:

The RAS pump station currently operates using an influent flow control loop at the headworks. Due to lower influent flows, the RAS pump station is required to maintain a higher than typical RAS to influent flow ratio of approximately 200% to prevent plugging of the RAS gravity pipeline. The City completed a survey which revealed high spots in the existing pipeline that may be causing operational difficulties with the RAS system. Additionally, this gravity pipeline is approximately 40 years old and is nearing the end of useful life. Under a previous task order, Hazen and Sawyer, P.C. completed a Basis of Design Report (BODR) to determine available options to address this issue and further increase redundancy and reliability of the RAS system.

B) Water Main Piping:

The Southwest WWTP is provided drinking water from the Southwest WTP through a single 12-inch DIP pipeline that is over 40 years old and has experienced several requests for repair due to line breaks. The single connection is located close to a tree line and residential backyards, making maintenance difficult. Under a previous task order, Hazen and Sawyer, P.C. completed a Water Main Replacement Hydraulic Evaluation of the above referenced existing 12-inch water main.

Hazen will implement the recommendations provided as part of the RAS Piping Replacement BODR and Southwest WWTP Water Main Replacement Hydraulic Evaluation.

The BODR's recommendations include:

- Replacement of each clarifier RAS gravity pipelines with an 8-inch ductile iron pipe with an interconnect and valves.
- Addition of plug valves upstream of the clarifiers to allow for flexibility in the system to redirect from Oxidation Ditch No. 1 to Clarifier No. 2 to help facilitate clarifier maintenance.
- Minor modifications to the RAS Pump Station wet well for accommodation of the two (2) new RAS gravity pipelines.
- Interconnect valves with operator stands will be located within green areas of the plant for easy access by Operations Staff.

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

The Southwest WWTP Water Main Replacement Hydraulic Evaluation recommendations include:

- New water main connection along Slydgemill Road (Southwest WWTP entrance).
- Abandonment of approximately 1,450 linear feet of the existing 2,250 linear feet, 12-inch water main as measured from the Southwest WTP south along the existing 12-inch water main.
- Replacement of the remaining 800 linear feet portion of said 12-inch water main located on the Southwest WWTP site.

Unless otherwise agreed in writing, the Consultant shall perform the following design services in connection with the Project and as specified in Section 2- Consultant's Basic Duties to City.

TASK 1.0 DESIGN SERVICES

1.1 Project Meetings

The CONSULTANT will be responsible for overall coordination and management of the project through its assigned Project Manager (PM). The PM will manage the schedule and budget, project execution, staffing, facilitating QA/QC reviews, submittal of deliverables for the duration of project.

The CONSULTANT will prepare agenda, meeting minutes and moderate the below listed meetings:

- Kick-off Meeting (Minutes provided)
- 90% Design Review Meeting (Minutes provided)
- Pre-bid conference meeting (moderated by the CITY)

The meeting minutes will be submitted to the CITY in electronic format.

1.2 Topographic Survey

1.2.1 Specific Purpose Topographic Survey

CONSULTANT shall contract the services of a licensed State of Florida Surveyor to prepare a Topographic survey in accordance with the requirements of Florida Administrative Code Chapter 61G17.004 (Florida Minimum Technical Standards) as set forth for these types of surveys. The Topographic survey will be limited to those above ground visible improvements lying within the existing project limits as shown in Figure "1" which is attached to this agreement.

1.2.2 Potholing Allowance

CONSULTANT shall retain the services of an underground utility locator company in an effort to locate and mark underground utilities in select areas of the project. Included in this task, utility locator company shall perform as many as twenty (20) potholes for the project.

1.2.3 Underground Horizontal Locates

CONSULTANT shall retain the services of an underground utility locator company in an effort to locate and mark underground utilities in select areas of the project. The work shall include horizontally locating gas, water, sewer, electric, telecommunications and cable television where possible.

1.3 Geotechnical Investigation

In order to identify subsurface soil conditions in the project area, CONSULTANT shall contract the services of a State of Florida licensed geotechnical engineer. The geotechnical engineer will provide a layout of the soil boring location in the field and secure underground utility clearance through Sunshine State One Call of Florida. The geotechnical firm will perform two (2) Standard Penetration Test (SPT) soil boring (ASTM D-1586) to a depth of 10 feet below the existing grade. Laboratory analysis including visual classification of soil samples in accordance with the Unified Soil Classification System (USCS) and some laboratory testing of selected soil samples for index properties limited to moisture content, full grain size analysis and organic content will be performed. An engineering report providing the results of the SPT boring test, the soil laboratory testing, and recommendations for the proposed improvements will be provided.

1.4 Design Documents

1.4.1 90% DESIGN DOCUMENTS

Based on the previous Southwest WWTP Water Main Replacement Hydraulic Evaluation the BODR documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and specifications that describe the Project. Refer to Exhibit 2 for project schedule.

The Design for Construction shall specifically include, but shall not be limited to, the following:

General Design. General design covers index of drawings, location and vicinity maps, design data, flow diagrams, and general conditions. General drawings and specifications shall be prepared.

Civil Design. Civil design covers the plan and profile of the proposed water main and RAS piping. Paving, grading, drainage, and landscape is limited to sod and asphalt restoration only. Contract drawings and specifications for the civil work shall be prepared. Contract documents shall include construction sequencing of the work described herein.

Architectural Design. – **Not Included**

Structural Design. – Includes minor modifications to the existing RAS Pump Station wet well for accommodation of the new piping.

Mechanical Design. Mechanical design consists of the replacement of piping between the clarifiers and RAS pump station wet well. The scope of mechanical design shall include pipe sizing and the addition of isolation plug valves at various locations between the clarifiers and RAS pump station wet well. Manual stand operators for isolation plug valves are included. Contract drawings and specifications for the mechanical work shall be prepared.

Electrical Design. – **Not Included**

Instrumentation and Control Design. RAS Pump Station control strategy will be reviewed for potential optimization following placement of the new RAS pipeline in service.

Other Disciplines Not Included. This project only includes the design services described above and does not include design services for other disciplines.

The Consultant shall review the Southwest WWTP Water Main Replacement Hydraulic Evaluation and RAS Piping Replacement BODR estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

1.4.2 100% DESIGN DOCUMENTS

100% Design Submittal: The CONSULTANT will incorporate agreed upon comments from the 90% design review meeting into the 100% design bid documents.

100% OPCC: The CONSULTANT will prepare an opinion of probable construction costs (OPCC). It is anticipated that the City will provide review comments within 28 calendar days from receipt of submittal.

TASK 2.0 PERMITTING SERVICES

The CONSULTANT shall prepare the permit packages and obtain applicable signatures once the 90% submittal has been reviewed and approved by the CITY's Utilities Department. CONSULTANT shall submit the permit packages and fees to the respective permitting agencies (once 90% drawings are approved by the Utilities Department) and obtain permit approvals from each agency. The CITY shall be responsible for paying all permit fees. It is anticipated that permits will be required from the following agencies:

- City of Sunrise CDD Engineering
- Town of Davie Engineering Department
- Florida Department of Environmental Protection (Water/Wastewater)
- Broward County Resilient Environment Department
- Broward County Department Environment Review

Development of the permit packages consists of the following information and activities:

- Submit updated drawings (signed and sealed by Professional Engineer).
- Provide required supplemental information to support permit requests.
- Complete permit applications to be signed and sealed by the design engineer.
- Incorporate revisions requested by the permitting agencies and re-submit the information.

A pre-permitting meeting with CDD Engineering and a separate Town of Davie permitting meeting is included as part of this task to review the 90% design documents prior to submission. Meetings will be held virtually.

TASK 3.0 BIDDING SERVICES

Solicitation of Bids. The CONSULTANT shall prepare bid specifications and packages as directed by the CITY Purchasing Department. CONSULTANT shall meet with CITY

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

Purchasing Department to review bid documents. CONSULTANT shall provide a final copy of the complete bid package in digital format to the CITY for distribution to prospective bidders. CONSULTANT shall attend a pre-bid conference and project site visit.

Addenda. The CONSULTANT shall prepare for CITY approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The CONSULTANT shall provide the CITY with a digital copy of addenda for distribution to prospective bidders. 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. Non-technical inquiries will be addressed by the CITY.

Evaluation of Contractors and Suppliers. The CONSULTANT will be available as necessary to assist the CITY in the evaluation of all bids received for determination of compliance with the bidding requirements. The CONSULTANT will not be responsible for performing any investigations or reference checks regarding bidders, nor will it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the CONSULTANT shall assist the CITY as necessary in making such determination.

Substitution of Materials and Equipment. Included as part of Construction Administration.

Bid Opening. The CONSULTANT shall attend the pre-bid meeting and 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 or proposals as described above. CONSULTANT will provide a recommendation for award of the contract based upon the received bid tabulations.

PROJECT ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. HVAC and Architectural modifications are not included. Landscaping and photometric plans are not included.
3. It is anticipated that existing topographic survey information available from the Southwest WWTP HLD project can be used. Additional survey will be required outside the Southwest WWTP property boundary and is included as part of the scope of work.
4. Assistance in the event of a bid protest is not included.
5. All permit/certification fees shall be paid by CITY.
6. CONSULTANT shall prepare invoices on a per task basis. Invoices will not be broken down into subtasks.
7. Equipment capacity calculations for the RAS pumps is not included as part of this Contract.
8. No stormwater improvements are included as part of this work.
9. All project submittals will be provided electronically with the exception of CDD Engineering and Town of Davie Engineering.
10. A Town of Davie Building Department permit is not anticipated for this work.
11. Project meetings will be held virtually.
12. City will provide reference checks to the Consultant for review prior to Consultant submitting a recommendation for award letter.

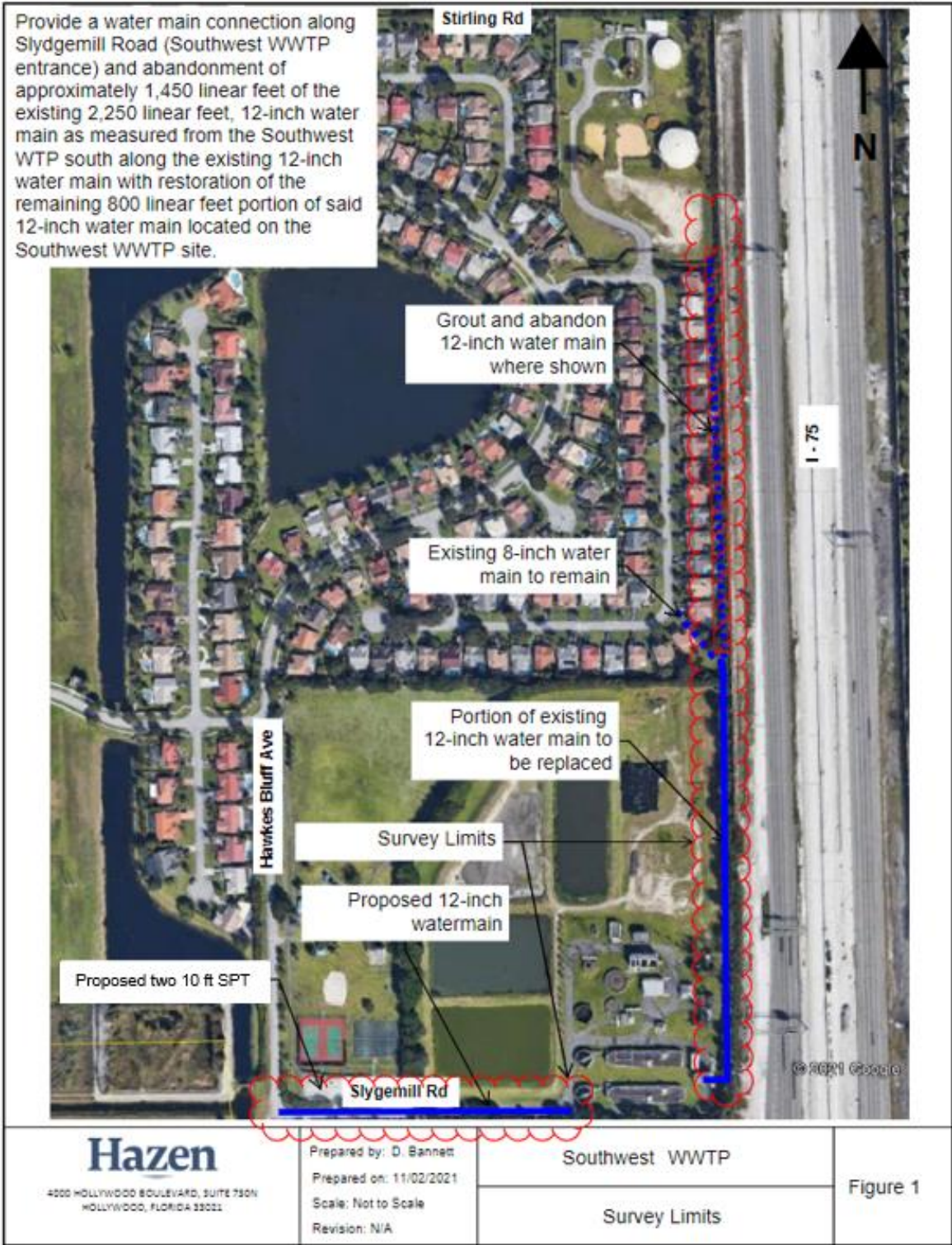


Figure 1. Survey Limits

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT "2"

SOUTHWEST WWTP RAS PIPING AND WATER MAIN REPLACEMENT DESIGN AND BIDDING

PROJECT SCHEDULE

Task/Description	Task/Completion Duration In Days	Task/Completion In Days Following Notice to Proceed
Task 1 Design Services		
1.1 Project Meetings	-	-
1.2 Topographic Survey	84	84
1.3 Geotechnical Investigation	84	84
1.4 Design Documents	-	-
1.4.1 90% Design Documents/ OPCC	140	140
City Utilities Internal Review Period	28	168
90% Submittal to CDD Eng/Bldg	14	182
Task 2 Permitting Services	112	294
1.4.2 100% Design Documents/ OPCC	56	350
City Utilities Internal Review Period (100%)	28	378
Task 3 Bidding Service	84	462

*Task durations are in calendar days

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____