

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BLACK & VEATCH CORPORATION

For

Project Agreement Number: PA-23-007-BV

SPRINGTREE WWTP FUEL TANK REPLACEMENT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (“City”) and Black & Veatch Corporation (“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.

2.3 THIRTY PERCENT DESIGN DOCUMENTS

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 The Consultant shall prepare and submit to the City for its review conceptual design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.
- 2.3.5 If requested by the City, during construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.
- 2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED
- 2.5 NINETY PERCENT DESIGN DOCUMENTS
 - 2.5.1 Based on the 60% design 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.
 - 2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
 - 2.5.3 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.
- 2.6 ONE HUNDRED PERCENT DOCUMENTS
 - 2.6.1 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.
 - 2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

- 2.6.3 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. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.4 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 2.6.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.4.
- 2.6.5 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.
- 2.6.6 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.
- 2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED

2.8 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.

- 2.8.1 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.

- 2.8.2 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.
- 2.8.3 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.
- 2.8.4 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.
- 2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

- 2.9.1 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.
- 2.9.2 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.
- 2.9.3 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: Task 3: Submit to CDD-Building for Dry-Run Permitting \$100/ day

2.9.4 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. 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.

2.9.5 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.

2.10 PERSONNEL

2.10.1 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>
Jaime Abreu	Technical Expert
Emeliz Torrez	Supervising Professional
Irene Testa	Professional
Matt Thiel	Senior Principal Professional
Raghu Kdava	Supervising Professional

David Garcia	Professional
Larry Brouillette	Supervising Professional
Danny Chadwick	Supervising Professional

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 portion 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 \$64,584 exclusive of authorized Reimbursable Expenses (\$64,984 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 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:

Project Kick-off & Site Visit	\$3,753	5.81%
30% Design Documents	\$11,720	18.15%
90% Design Documents	\$33,137	51.31%
100% Design Documents	\$8,984	13.90%
Permitting	\$2,679	4.15%
Bid Phase Services	\$4,311	6.68%

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

6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Sub-Consultant's in the interest of the Project, as follows:

Not to exceed \$400 without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

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 **621 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

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.

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]

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 Black & Veatch Corporation, signing by and through its Associate Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2022.

AUTHENTICATION:

City Clerk
(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

BLACK & VEATCH CORPORATION

BY: _____
Rafael E. Frias III

TITLE: Associate Vice President

____ day of _____, 2022.

AUTHENTICATE:

Corporate Secretary

Please type name

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "1"

**SCOPE OF SERVICES
SPRINGTREE WWTP FUEL TANK REPLACEMENT**

BACKGROUND

The City of Sunrise (City) is currently conducting improvements to the existing Springtree WWTP (Project) located at 4350 Springtree Dr., Sunrise, FL 33351. As part of these improvements, the City has requested enhancements to several areas of the treatment systems including the replacement of the existing 10,000 gallon diesel fuel tank at the emergency generator facility.

INTRODUCTION

Black & Veatch (Consultant) has been requested by the City to provide detailed design services for the Springtree WWTP Fuel Tank Replacement Design project. The scope of services includes the following components:

- The existing 10,000 gallon steel double wall, above ground Diesel fuel storage tank stores fuel for the wastewater plant emergency backup generator. The tank was built in 1997 and has reached the end of its useful life. An SP-001 inspection was performed and the tank wall thickness was found to be thinner than required for integrity. This project will replace the existing tank and work will include the installation of a new single wall steel tank with the addition of stairs and catwalk for accessing the components located on the tank top. All tank ancillary items and containment area will be upgraded to comply with the current FDEP and Broward County requirements and OSHA standards for above ground fuel tanks. The existing Veeder-Root TLS 300 tank monitoring system will be reused with the new tank. Containment area shall re-sloped internally to allow better draining into the existing drain pipe. Drain pipe isolation valve shall also be replaced and new lighting will be provided on the new catwalk as part of this scope.

TASK 1 – PROJECT KICK-OFF AND SITE VISIT

Consultant will conduct a project kick-off meeting to discuss project requirements, project schedule and available data. Consultant will participate in a site visit after the meeting with City staff at the Springtree WWTP and verify existing conditions, verify existing instrumentation and/or control requirements, electrical installation, and define the limits of the demolition/replacement areas. It is anticipated two engineers will participate in the site visit. Consultant will prepare meeting minutes for distribution. If additional information is needed on-site, the Consultant may be required to make additional site visits.

Consultant will also prepare a list of requested data and submit to the City at the project kick-off meeting. Requested data may include, but not be limited to, existing Record drawings of the different plant areas, among other information that may be deemed necessary, if available.

Deliverables

- Project kickoff agenda and meeting minutes (via electronic delivery).
- Data request log (via electronic delivery).

TASK 2 – THIRTY PERCENT DESIGN DOCUMENTS

Consultant will prepare and submit to the City of Sunrise Utilities Department for its review, Conceptual design documents consisting of figures and other documents necessary to fix and describe the size and character of the Project. The Consultant will attend one preliminary meeting with the City of Sunrise Utilities Department to clarify any design questions.

Deliverables:

EXHIBIT "1"

- Conceptual Design Package (electronic copy)
 - Fuel Tank Specification
 - Fuel tank manufacture data, standard cutsheets and vendor drawing
 - Conceptual layout of fuel tank, stairs and catwalk.

TASK 3 – NINETY PERCENT DESIGN DOCUMENTS

The 90% design is to commence only after the City has accepted the 30% design documents. Consultant will prepare and submit the 90% design documents to the City of Sunrise Utilities Department for its review.

Once the comments from the City of Sunrise Utilities Department have been addressed, the Consultant will submit the permitting package to the City of Sunrise Community Development Department - Building Division.

Deliverables:

- Drawings
 - Cover Sheet/Index
 - Civil
 - Existing Site Plan
 - Yard Piping
 - Structural
 - Structural Notes & Loading Criteria
 - Concrete Curbing, Joint, and Reinforcement Details and Sections
 - Mechanical
 - Demo - Fuel Tank Plan & Section
 - Fuel Tank Plan & Section
 - Fuel Tank Details
 - Electrical
 - Legend
 - Abbreviations and Notes
 - One-Line Diagrams, Schedules, and Details
 - Tank Power and Lighting Plan
 - Instrumentation
 - P&ID Generator Fuel Tank
- Four (4) hard copies of drawings to City of Sunrise Utilities Department for internal review.
- Two (2) signed and sealed hard copies of the Drawings to City of Sunrise Building Division.
- Four (4) hard copies of the Specifications to City of Sunrise Building Division.
- Construction Cost Estimate Class 2 (electronic copy).

TASK 4 – ONE HUNDRED PERCENT DESIGN DOCUMENTS

EXHIBIT "1"

Consultant will revise the 90% design documents to prepare the 100% design documents for construction as necessary to address comments received from the City of Sunrise Building Division.

Deliverables:

- Response letters to comments provided by the City of Sunrise Building Division.
- Signed & Sealed design drawings (two hard copy sets and electronic copies of native and PDF format).
- Signed & Sealed specifications (two hard copy sets and electronic copies of native and PDF format).

TASK 5 – PERMITTING

Consultant will aid the City in obtaining the required permits including preparation of applications, exhibits, drawings and specifications for the City’s execution and submittal. The anticipated permits include the following:

- City of Sunrise Building Permit
- FDEP/Broward County

TASK 6 – BID PHASE SERVICES

The Consultant will be responsible for the preparation of bid packages to be made available for electronic distribution through the City’s Demand Star electronic bidding service. Such packages will include electronic copies of all relevant construction drawings, specifications, and other documents upon which the bidding is to be based.

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 will prepare for the City’s approval written electronic addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant will provide these electronic documents to the City for proper distribution through the Demand Star system.

The Consultant will 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.

The Consultant will prepare responses to RFI’s. The City of Sunrise Purchasing Office will distribute the Addendums through Demand Star.

The Consultant will be available as necessary to assist the City of Sunrise Purchasing Office and/or Utilities Department 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

EXHIBIT "1"

whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City of Sunrise Purchasing Office and/or Utilities Department with respect to same.

ASSUMPTIONS

- Diesel tank area improvements will reutilize the existing Veeder-Root TLS-300 tank monitoring system and existing double-containment diesel lines that are currently connected to the adjacent emergency generator.
- No SCADA improvements are included outside of reusing existing IO points. Existing IO quantity and type will remain the same.
- Any improvements in the emergency generator room are not included.
- Geotechnical investigations are not included as part of this scope of work. Existing soil borings and/or geotechnical investigations shall be used as a reference for the project.
- Architectural renderings will not be required.
- All interior and exterior lighting will be LED type.
- No CCTV will be required as part of these improvements.
- B&V standards for drawing content will be used. The City's As-builts will be used as backgrounds for drawings.
- B&V standard specifications, specifically modified for the work will be used.
- Existing project area drainage system is connected to a permitted master stormwater system.
- Structural scope is limited to verifying structural loading of new tank and appurtenances. Stairs and Catwalk will be designed by tank vendor. New tank supports will be provided by tank vendor and be raised 36-inches from the floor and no concrete pedestals will be provided. No modification to the existing concrete structure of the secondary containment for the tank is included except for sloping the floor to the drain(s).
- Project will proceed on schedule as noted on Exhibit 2.

EXHIBIT "2"

PROJECT SCHEDULE

Consultant proposes the following schedule for this project. It represents approximately 441 calendar days after kickoff, accounting for some overlap of activities.

Task No.	Task/Description	Task Completion Duration (days)	Task Completion Following Notice to Proceed (days)
Task 1	Project Kick-Off and Site Visit	14	14
Task 2	Thirty Percent Design Documents		
	Submit to Utilities Dpt.	28	42
	Utilities Dpt. Review Period	14	56
Task 3	Ninety Percent Design Documents		
	Submit to Utilities Dpt.	42	98
	Utilities Dpt. Review Period	21	119
	Submit to CDD-Building for Dry-Run Permitting ¹	21	140
	CDD-Building Review Period	28	168
Task 4	One Hundred Percent Design Documents		
	Submit to Client	28	196
	City Review Period	21	217
Task 5	Permitting	112	329
Task 6	Bid Phase Services	112	441

Notes:

¹Denotes project milestone item per Section 2.8.3 of this Project Agreement.