

**PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**And**

**BLACK & VEATCH CORPORATION**

**For**

**Project Agreement No.: 23-018-BV**

**SPRINGTREE WWTP HOLDING TANK MIXING & AERATION IMPROVEMENTS**

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 – NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED

2.5 NINETY PERCENT DESIGN DOCUMENTS – NOT USED

2.6 ONE HUNDRED PERCENT DOCUMENTS – NOT USED

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 2.7, 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 the 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 the 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: Submission of Final Alternatives Evaluation Report .....\$100

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 2.9.4, 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>
Melissa Velez	Senior Principal Professional
Lucas Botero	Technical Expert
Natalia Garcia	Professional
Alexis Mungal	Associate Professional
Tim McGaha	Senior Principal 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 – NOT USED**

**SECTION 5 BASIS OF COMPENSATION**

- 5.1 The CITY shall compensate the CONSULTANT for an amount not to exceed \$55,304.00 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:
 

Task 3 Submission of Final Alternatives Evaluation Report .....	\$55,304.00	100%
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- 5.3 Additional services of the CONSULTANT as described in Section 2.8, 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 is 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 - 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 **260 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.

[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 \_\_\_\_\_, 2023.

**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 \_\_\_\_\_, 2023.

AUTHENTICATE:

\_\_\_\_\_  
Corporate Secretary

\_\_\_\_\_  
Please type name

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT “2”

### SCOPE OF SERVICES

#### **SPRINGTREE WWTP HOLDING TANK MIXING AND AERATION IMPROVEMENTS ALTERNATIVES EVALUATION**

#### **BACKGROUND**

The City of Sunrise (“CITY”) is currently conducting improvements to the existing Springtree WWTP (Project) located at 4350 Springtree Dr., Sunrise, FL 33351. There are three rectangular holding tanks that were built in 1997 and currently hold the wastewater sludge prior to thickening and dewatering. Two of the three sludge holding tanks are designated for waste activated sludge (WAS) and the other tank is designated for thickened WAS. The sludge holding tanks’ original design included two mechanical mixers per tank. Drop pipes that supply air, from blowers, for tank mixing were added in 2016 with the Biosolids Improvements project. The sludge does not mix properly due to the blown air not reaching all areas of the tanks equally. Inadequate mixing has caused dead zones within the tanks where solids have been observed to accumulate in some corners of the rectangular sludge holding tank, resulting in odors and septic sludge. Existing mechanical mixers are operated to assist in the mixing of the sludge; however, the mixing equipment is nearing its end of useful life and cannot be operated at the same time as the blowers.

#### **INTRODUCTION**

The CITY has requested Black & Veatch (Consultant) to provide an evaluation report with alternatives for the Holding Tank Mixing and Aeration Improvements. The improvements proposed for the new aeration system of the holding tanks require coordination with the improvements currently under design for the Springtree WWTP Solids Handling Odor Control design project being performed by the Consultant under a separate agreement. The report will determine a cost-effective, suitable technology and approach for the holding tank mixing and aeration improvements. The report will provide sufficient detail for the CITY to select a recommended alternative and to proceed with the preparation of detailed design documents in the future.

#### **SCOPE OF SERVICES**

##### **TASK 1 – PROJECT KICK-OFF AND SITE VISIT**

The Consultant will conduct a project kick-off meeting to discuss project requirements, project schedule, and discuss available data. Consultant will participate in a site visit after the meeting with CITY staff at the Springtree WWTP and verify existing conditions. It is anticipated two engineers will participate in the site visit. Consultant will prepare meeting minutes for distribution. The 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, sludge quantities, sludge flow 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).

## EXHIBIT "1"

### **TASK 2 – MIXING ALTERNATIVES WORKSHOP**

The Consultant will prepare a presentation of all the commercially available and proven mixing technologies in the wastewater market for an application like the one at Sunrise. The presentation will include available technologies including diffused air and mechanical mixing systems which are available on the market for this application and a summary of quantitative and qualitative differences of each without developing detailed concepts for the specific City application. After the workshop, the City will select up to two alternatives to be further developed under Task 3.

#### ***Deliverables:***

- Technology Selection Workshop presentation and meeting minutes (via electronic delivery).

### **TASK 3 – ALTERNATIVES EVALUATION REPORT**

Once a confirmation is received from the City on the selected mixing alternatives, the Consultant will prepare an alternatives evaluation report for the improvements proposed for the mixing system of the holding tanks. Based on the comments from the Draft Alternative Evaluation Report, the Consultant will incorporate the final recommendations into the Final Alternative Evaluation Report.

The following items will be included in the report:

- Summary of Available Operational Data
- Summary of the existing Hazen Sawgrass WWTP Biosolids Odor Control System & Sludge Holding Tanks Improvements Basis of Design Report (BODR) dated September 15, 2022.
- Criteria for Evaluation
  - Treatment Performance
  - Reliability
  - Ease of Operation & Maintenance
  - Odor control related potential
  - Capital Expenditures (CAPEX). Consultant will provide an Engineers Opinion of Probable Construction Cost (OPCC) Class 5 per the Association for the Advancement of Cost Estimating International (AACE).
  - Operation & Maintenance Expenditures (OPEX)
  - Net Present Worth
- Review up to two alternatives
  - Technology Description
  - Sizing Criteria
  - Conceptual figures of alternatives
  - Description of the criteria noted above for each alternative.
- Evaluation of Alternatives

## **EXHIBIT "1"**

- Qualitative and Quantitative Evaluations
- Summary of Evaluation and Recommendations

### ***Deliverables:***

- Draft and Final Alternatives Evaluation Report (via electronic delivery)

### **ASSUMPTIONS**

- Figures will be developed as sketches in PDF format, with the background of existing drawings if available. NO CAD generated figures are include in the Scope of Work (SOW).
- Alternative blower evaluations are not included in this SOW. The alternative Sludge Holding Tank Aeration evaluation will be limited to confirming if the existing blowers have sufficient capacity for the proposed alternatives. Whole plant modeling is not included in the SOW.
- No sampling is included in the SOW.
- 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 170 days after the Notice to Proceed, accounting for some overlap of activities.

<b>Task/Description</b>	<b>Estimated Task Schedule (days)</b>	<b>Task Completion Following Notice to Proceed (days)</b>
<b>Task 1 – Project Kick-Off and Site Visit</b>	14	14
Receive data from the City	14	28
<b>Task 2 – Mixing Alternatives Workshop</b>	21	49
City Review Period	30	79
<b>Task 3 – Alternatives Evaluation Report</b>	21	100
Submit Draft to City	35	135
City Review Period	21	156
Submit Final Alternatives Evaluation Report to the City <sup>1</sup>	14	170

Notes:

1. Denotes project milestone item per Section 2.9.3 of this Project Agreement.