

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

CAROLLO ENGINEERS, INC.

For

Project Agreement Number: 24-028-CE

SPRINGTREE WATER TREATMENT PLANT IMPROVEMENTS PHASE I RO TO NF TREATMENT CONVERSION – CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise (“City”) and Carollo Engineers, Inc. (“Consultant”) for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as “Continuing Services Agreement”) dated May 7, 2021, this Project Agreement (hereinafter referred to as “Agreement”) authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 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

2.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.7.2 through 2.7.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.7.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.7.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.7.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Construction Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

- 2.7.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.7.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.
- 2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.
- 2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.
- 2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.
- 2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.
- 2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.
- 2.7.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and

operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

- 2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.
- 2.7.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.9.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.
- 2.7.14 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.

2.8 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: NOT USED
- 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>
Lyle Munce	Company Officer
Brian LaMay	Senior Principal Professional
Christopher Reinbold	Senior Principal Professional
Michael Boaz	Professional
Jyhair Tucker-Bell	Assistant Professional
Zoe Miller	Assistant Professional
James Keistler	Senior Designer
Mireya Rey	Senior Designer
Shoshana Woody	Clerical

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 ~~\$296,473~~ exclusive of authorized Reimbursable Expenses (\$298,473 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:

Task 1 Administration and Implementation of Contract Documents	\$17,035	5.75%
Task 2 Representation of the City and Permitting Coordination	\$12,596	4.25%
Task 3 Review and Examination of Schedule of Values	\$3,791	1.28%
Task 4 Observation and Testing of the Work	\$71,669	24.17%

Task 5 Payment Application Review	\$16,135	5.44%
Task 6 Clarification and Interpretation of the Reqs of the Documents	\$39,769	13.41%
Task 7 Plant Start-up, Operational Testing Support, and Verification	\$14,722	4.97%
Task 8 Shop Drawings, Product Data, and Sample Review	\$53,393	18.01%
Task 9 Review of Proposals and Requests for Change	\$15,663	5.28%
Task 10 Substantial and Final Completion (including closeout)	\$10,860	3.66%
Task 11 Construction Coordination and Progress Meetings	\$16,737	5.65%
Task 12 Record Drawings	\$11,256	3.8%
Task 13 Plant Operation and Maintenance Manual Update	\$12,847	4.33%

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 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 \$2,000 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 **730 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.

SECTION 11 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

- 11.1 Consultant represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 12 ANTITRUST VIOLATIONS

- 12.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded

or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

SECTION 13 SCRUTINIZED COMPANY

- 13.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- 13.2 Pursuant to Section 287.135, Florida Statutes, in the event the Contract is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.
- 13.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

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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 Carollo Engineers, Inc., signing by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2024.

AUTHENTICATION:

City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

BY: _____
Lyle Munce, P.E.; Chris T. Reinbold, P.E.

TITLE: Senior Vice President, Vice President

____ day of _____, 2024.

AUTHENTICATE:

Secretary

Michael W. Barnes

Please type name

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "1"

SCOPE OF SERVICES

The City of Sunrise (CITY) Springtree Water Treatment Plant (WTP) comprises both a lime softening and a reverse osmosis (RO) treatment system. However, the Springtree WTP's Reverse Osmosis (RO) treatment process was suspended in March 2020 due to challenges with substandard raw water quality, particularly bacteriological fouling from the Floridan supply well. Despite efforts to restore the original water quality, they proved unsuccessful, mainly due to geological characteristics causing fouling, which hinders operational efficiency and production capacity.

A study conducted in 2021, titled "Springtree RO to NF Conversion Evaluation," aimed to assess options for reactivating the RO treatment system. It concluded that converting the existing RO system into a nano-filtration (NF) system to treat Biscayne Aquifer water was the most viable solution. This approach would leverage much of the current infrastructure and facility.

On February 8, 2022, the City Commission approved Project Agreement 22-003-CE with Carollo Engineers, Inc., a water and wastewater engineering consultant, to develop design and permitting documents and offer bid assistance for the conversion project.

The project entails various components, including establishing a new connection point to the Biscayne Aquifer raw water main, constructing a new raw water pump station and necessary piping, replacing RO elements with NF membrane elements, installing an interstage booster pump, decommissioning the Floridan Aquifer raw water main, removing certain equipment, and more.

Following the authorization of PA 22-003-CE, the consultant proceeded with design, permitting, and bidding for the construction of the Springtree Water Treatment Plant Improvements Phase I: RO to NF Treatment Conversion. As the project transitions into the construction phase, this project agreement encompasses activities supporting construction, startup, and commissioning of the RO to NF conversion.

These services consist of the following:

Task 1 - Administration and Implementation of Contract Documents

- CONSULTANT shall perform document handling, processing, documentation, and distribution, as is required to facilitate project construction activities for the CITY. Responsibilities include maintaining and updating project information in the document management system and distribution of documents to team members and interdisciplinary coordination associated with technical reviews. CONSULTANT shall perform general coordination duties associated with the project including project set-up, routine progress monitoring and reporting, manpower planning, general correspondence review/issuance, invoicing, and document management system monitoring. In addition, the CONSULTANT shall prepare and present project status updates, and other project related matters to internal and external project stakeholders as requested by the CITY.

Task 2 - Representation of the City and Permitting Coordination

- The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Continuing Services Agreement and in the Contract for Construction. The CONSULTANT shall have and perform the duties, obligations and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the CITY and a General Contractor.
- The CONSULTANT shall assist the CITY to compile closeout documents, project record documents, evidence of compliance with requirements of governing authorities, compilation of warranties and bonds, and delivery of electronic copies of project paperwork. In addition, the CONSULTANT will submit to the FDEP, Broward County, City of Sunrise Community Development Department, and other agencies as appropriate, the applicable certification paperwork and/or responses to inspector comments made.

Task 3 - Review and Examination of Schedule of Values

- Upon receipt of the Schedule of Values, the CONSULTANT shall review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to notify the CITY of an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY.

Task 4 – Observation and Testing of the Work

- The CONSULTANT shall inspect the Work of the Contractor as appropriate including any final inspection or testing required by the Contract Documents. The purpose of such inspections shall be to determine the quality, quantity, and progress of the Work in comparison with the requirements of the Contract Documents. In making such inspections, the CONSULTANT shall identify any defects or deficiencies that are apparent in the Work, notify the CITY of any potential unexcused delays in the Schedule and of any request for overpayment by the Contractor. Following each inspection, the CONSULTANT shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the CITY. Furthermore, the CONSULTANT shall require and review test reports required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and

- shall report in writing to the CITY the results thereof.
- The CONSULTANT shall, at critical points of the construction, provide specialty inspection services in the construction areas of mechanical, structural, process, electrical, and instrumentation. Specialty inspections shall be accomplished by engineers experienced in the identified discipline fields.

Task 5 - Payment Application Review

- the CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: inspections of the Work, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue recommended approvals for Payment to the CITY in such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has consulted with its project representative and the City resident project representative, if one is assigned to the project, discussed the Work progress indicated in the Payment request, that the quality of the Work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment.,

Task 6 – Clarification and Interpretation of the Requirements of the Documents

- At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule, or cost. The CONSULTANT shall prepare and issue any necessary interpretations and clarifications of the Contract Documents. If appropriate, the CONSULTANT shall prepare and issue work directives and requests for change order proposals.

Task 7 - Plant Start-up, Operational Testing Support, and Verification

- The CONSULTANT shall assist the Construction Contractor and the CITY with the process of planning, testing, and process start-up of the installation for compliance with contract requirements and demonstrating, through documented verification, that the project has successfully met the contractual requirements. CONSULTANT will engage personnel experienced in plant startups and commissioning and will review the startup plans and methods of procedure submitted by the Contractor. Startup and Commissioning personnel shall provide comments in writing to the Contractor as well as coordinate site specific requirements with Plant Operations personnel.
- For any item not found to be constructed, functionally checked, started up, or not meet the performance requirements in accordance with the Contract Documents, then written rejection of the work will be provided to the Contractor and a schedule for correction will be requested. Work that is rejected require reinspection once the Contractor believes that all deficiencies have been fully corrected.

Task 8 - Shop Drawings, Product Data, and Sample Review

- The CONSULTANT shall review, approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT's representation to the CITY that such submittal is in conformance with the Contract for Construction. Such action shall be taken within the timeframes established in the Contract Documents.

Note: Membrane selection shall be reviewed considering Maximum Contaminant levels as published in the National Primary Drinking Water Regulation for per and polyfluoroalkyl substances that will be in effect in five years. The intent will be for the permeate to be lower than the MCLs.

Task 9 - Review of Proposals and Requests for Change

- The CONSULTANT shall review, and advise the CITY concerning proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time.

Task 10 - Substantial and Final Completion (including closeout)

- The CONSULTANT, based upon one or more inspections of the Project, shall determine and recommend in writing to the CITY the date of Substantial Completion of the Project and the date of Final Completion of the Project. The CONSULTANT shall verify that all contractual requirements for substantial completion are met prior to issuing the recommendation to the CITY. The CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, bound, and neat format, and forward to the CITY any and all written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial completion.

Task 11 – Construction Coordination and Progress Meetings

- The CONSULTANT shall schedule and attend a pre-construction meeting which shall generally include the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY. During construction, the CONSULTANT shall schedule additional meetings with the CITY, the Contractor, and others, to review the progress of the Project or as otherwise necessary to protect the interest of the CITY. The CONSULTANT shall prepare, distribute, and maintain detailed minutes of the pre-construction meeting and all other meetings relating to the construction of the Project.

Task 12 - Record Drawings

- Production of Record Drawings. The CONSULTANT shall review any redlined as-built drawings furnished by the Contractor and shall incorporate as-built information on electronic drawings and submit to the CITY that said drawings are up to date and complete based on information as provided by the Contractor.

Task 13 – Plant Operation and Maintenance Manual Update

- An Operations and Maintenance (O&M) manual chapter shall be developed for the SPT WTP nanofiltration treatment system, by updating the existing SPT WTP reverse osmosis system chapter, and updates (if any) to affected City's existing Springtree WTP O&M Manual chapters. The services that are to be provided for preparation of the O&M manual chapter are described below:
 - a) The new O&M manual chapter(s) will include the following information:
 - Design Criteria
 - Description of the process and treatment goals
 - Standard Operating Procedures (SOPs)
 - Equipment Lists, for major process components
 - General discussion of regulatory requirements that relate to each process.
 - b) The new O&M manual chapter(s) will be developed in Microsoft Word format and be converted to PDF format. A graphical type process schematic, isometric diagrams and photos will be included for each process feature to facilitate understanding of each system included. Graphic display information from the SCADA system with descriptions will be incorporated for the electrical and control systems sub-sections. Links in the PDF file will be created to reference to the applicable sections of the vendor furnished O&M information that was provided in the construction project. Examples of the type of information to be included through links included spare parts documentation, lubricants, startup and calibration reports, fabrication drawings, etc. The O&M manual will be coordinated with established plant-wide procedures and processes.
 - c) The O&M Manual Outline will be developed once the format has been approved and all the data and information has been gathered. The data includes but is not limited to; approved O&M Manuals, PDFs of Vendor PLC Control Screens, and SCADA/DCS Control Screens, existing plant procedures, all wastewater plant permits, plant safety plans, emergency plans, SOPs, on-site laboratory capability, existing process monitoring and a Microsoft Word editable version of the existing O&M Document. The CONSULTANT will develop a comprehensive outline of the O&M manual to ensure all subject areas identified in this effort will be covered in the manual and to develop the linkage architecture that will integrate text and graphics. This outline will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the outline for final approval.
 - d) Standard Operating Procedures will be provided in the O&M chapters developed. DRAFT SOPs will be provided, and not finalized until plant operations field verifies and approves each one via signature of the plant chief or superintendent. Where available in the existing vendor furnished O&M information provided in construction projects, this information will be included in links to the PDF file. Typical contents proposed for the SOPs includes:
 1. Pre-Startup and Startup Procedures

2. Normal Operating Procedures (including specific details about how to operate systems both in automatic and manual modes, as applicable).
 3. Operational Routing and Monitoring Procedures
 4. Shutdown Procedures
 5. Abnormal Conditions Response, Troubleshooting & Emergency Shutdown
 6. Safety considerations will be identified in each SOP.
- e) A draft of the updated O&M chapter(s) and/or subsections will be submitted by CONSULTANT to the CITY in electronic format. Electronic format shall consist of the native Microsoft Word file as well as indexed and linked PDF. The referenced documentation used in the PDF links will also be included on the USB memory drive that is provided to the CITY.
- f) After accepting draft review comments from the CITY, CONSULTANT shall prepare final updated O&M chapters and/or subsections. Submission of the documents shall be in hard copy original (three sets) and electronic format. Electronic format shall consist of the native Microsoft Word file, Excel Equipment Sheets, as well as indexed and linked PDF files. All documents produced by this effort shall be searchable. Printing of the text will be on both sides of the paper.

The new O&M manual chapter, will include the following information organized into five major sections. (The format of the existing reverse osmosis manual is not anticipated to require changes):

- Section 1- Functional Description and Theory of Operations: This section will be organized by unit process and include a functional description of each process area, and applicable theory of operations for each and related process areas.
- Section 2 - Design Criteria for Major Equipment: This section will be in tabular format and include key design information on each unit, tag numbers (from PIDs), equipment description, associated equipment, flow stream, operating characteristic, MCC/VFD location, effect of failure.
- Section 3 - Process Control: A description of the process control strategies for new equipment will be provided based upon the new SCADA control screens, the specified control strategies and the PIDs.
- Section 4 - Operating Procedures: A description of Normal Operations, Alternate Operations and Emergency Operations will be provided, as applicable, for each new process area. In addition, an operating procedure for startup and shutdown of each process area will be provided.
- Section 5 - Troubleshooting: This will include a section on activated sludge troubleshooting guide presented in tabular format and identify observation, possible cause, operator action, and commentary relative to design considerations.

Deliverables:

- Meeting Minutes
- Submittal review documentation
- RFI/RFC review documentation
- Copies of construction correspondence
- Change order review information and copies of correspondence
- Start-up and commissioning plan review comments
- Punch list information
- Project closeout documentation
- Project certification paperwork
- Operations and Maintenance Manual review documentation
- Nanofiltration Treatment Plant O&M Chapter

Assumptions:

- Except as noted otherwise herein, in providing opinions of cost, financial analyses, economic feasibility projections, and schedule for potential projects, the CONSULTANT has no control over cost or price of labor and material; unknown or latent conditions that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties, quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Since the project will be constructed by a specialty contractor, the CONSULTANT's construction cost estimate will be primarily based on quotes, including limitations related thereto, obtained from the specialty contractor.
- The services to be performed by the CONSULTANT are intended solely for the benefit of the CITY. No person or entity not a signatory to this Agreement shall be entitled to rely on the CONSULTANT's performance of its services hereunder, and no right to assert a claim against the CONSULTANT by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of the CONSULTANT's services hereunder.
- Services not included:
 - Services not specifically noted herein.
 - Permit application fees;
 - Geotechnical borings, soils analysis, materials testing, or survey services.

EXHIBIT "2"

Project Schedule:

<u>Task Description</u>	<u>Completion Following NTP</u>
Task 1 - 11 – Administration of Construction.....	610 Days
Task 12-13 – Record Drawings/Plant O&M Manual Update.....	730 Days