

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN SAWYER

For

Project Agreement No. 16-012-HS

Sawgrass W&WWTP Injection Well Operating Permits

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Hazen & Sawyer, P.C. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated **October 28, 2010**, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and the CONSULTANT agree as follows:

SECTION 1 DEFINITIONS

1.1 **Change Order**: Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times, issued on the effective date of the Agreement.

1.2 **Contract Documents**: The Contract Documents establish the Rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by the CITY, the CONSULTANT or the Engineer to the Contractor are not Contract Documents.

1.3 **Defective Work**: The word "Defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the CITY).

1.4 **Drawings:** That part of the Contract Documents prepared or approved by the CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

1.5 **Field Order:** A written order issued by the CONSULTANT which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

1.6 **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.7 **Subconsultant:** An entity having a direct contract with the CONSULTANT or with any other Subconsultant for the performance of a part of the Work.

1.8 **Work.** The entire completed construction or the various separately identifiable parts thereof required to be provided under this Project Agreement. Work includes and is the result of performing or providing all labor, services, and documentation necessary to complete the Work, all as required by this Project Agreements.

SECTION 2 SCOPE OF SERVICES

2.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as **EXHIBIT "1"**.

2.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in **EXHIBIT "2"**.

2.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

SECTION 3 DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the CITY the Deliverables as listed in **EXHIBIT "5"**.

SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES

4.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **April 30, 2017**, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project 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 **180** days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission.

4.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written

Notification of Commencement ("Commencement Date") and receipt of a fully executed Purchase Order provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the CITY'S Director of Utilities or designee prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the CITY'S Director of Utilities or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in **EXHIBIT "5"** of this Agreement for the Director's review.

4.3 **Contract Time.** 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 "3"**. 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, whichever shall last occur, shall constitute the Contract Time.

4.4 **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 whatsoever including an act or neglect of the CITY, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONSULTANT'S control, or by delay authorized or caused by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. The CONSULTANT will not be entitled to damages for delay, howsoever caused. 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 thirty (30) calendar 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 or not 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.

4.5 Notwithstanding the provisions of Paragraph 4.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction, 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 "A"**, Salary Costs. The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Change Order.

4.6 All limitations of time set forth in this Agreement are of the essence.

SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION

5.1 The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement shall be in conformance with **EXHIBIT "E"** of the Continuing Services Agreement.

5.2 Not Used

5.3 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of **\$56,700.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT

Billing and payments to the CONSULTANT shall be in accordance with **EXHIBIT "E"** of the Continuing Services Agreement and **EXHIBIT "4"** of this Agreement.

SECTION 7 TERMINATION / SUSPENSION

7.1 Termination shall be in accordance with Section 6 of the Continuing Services Agreement.

7.2 Suspension in accordance with Section 43 of the Continuing Services Agreement.

7.3 **Assignment Upon Termination.** Upon termination of this Project 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 Project 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 8 PERSONNEL ASSIGNED TO PROJECT

8.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project Agreement. 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>
Rob Taylor	Company Officer
Michael Wengrenovich	Project Manager / Technical Expert
Albert Muniz	Technical Expert
Caitlin Klug	Lead Engineer

<u>NAME</u>	<u>FUNCTION</u>
Niloufar Ghazi	Assistant Professional
Ellie Fernandez	Assistant Professional
Randall Brennan	CAD Designer

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 9 INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the CITY and the CONSULTANT dated **October 28, 2010** not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 10 SEVERABILITY

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

SECTION 11 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action against each other arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen & Sawyer, P.C. by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____

Mayor Michael J. Ryan

_____ day of _____, 2016.

AUTHENTICATION:

Felicia M. Bravo
City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____

Kimberly A. Kisslan
City Attorney

CONSULTANT

Hazen and Sawyer

By: _____

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

2nd day of May, 2016.

AUTHENTICATE:

Patrick A. Davis
Secretary

Patrick A. Davis, P.E.

(Please type name of Secretary)



WITNESSES:

[Signature]
[Signature]
DM Burch

EXHIBIT "1"

TO

PROJECT AGREEMENT

Sawgrass W&WWTP Injection Well Operating Permits

P R O J E C T D E S C R I P T I O N

The City of Sunrise (CITY) operates four Class I injection wells at the Sawgrass Water and Wastewater Treatment Plant (W&WWTP). Three of the injection wells are for disposal of wastewater treatment plant effluent (IW-1, IW-2 and IW-3) and one of the wells is for the disposal of water treatment plant concentrate (CW-1). Operation is regulated by permits issued from the Florida Department of Environmental Protection (FDEP). The existing operating permit for the three wastewater wells will expire on July 9, 2017. The existing operating permit for the concentrate well will expire on January 26, 2017.

This project agreement provides for the services of Hazen and Sawyer (CONSULTANT) to complete two permit renewal applications for the wells and submit them concurrently to FDEP in a timely manner. Application for renewal of the first permit to expire is required to be submitted to FDEP by November 27, 2016. Also included is a task to responding of up to two FDEP Requests For Information (RFIs) for each application.

EXHIBIT "2"

TO

PROJECT AGREEMENT

Sawgrass W&WWTP Injection Well Operating Permits

SCOPE OF SERVICES

SECTION 1 DESIGN SERVICES - DELETED

SECTION 2 BIDDING SERVICES - DELETED

SECTION 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES - DELETED

SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE - DELETED

SECTION 5 SPECIAL SERVICES OF THE CONSULTANT - DELETED

SECTION 6 SERVICE SCHEDULE - DELETED

SECTION 7 MISCELLANEOUS SERVICES

Task 1 Permit Applications

This task provides engineering services to apply for two operating permit renewal applications for the four injection wells located at the Sawgrass W & WWTP (IW-1, IW-2, IW-3 and CW-1). CONSULTANT shall prepare renewal applications and supporting documentation for the permit applications. Included in each application shall be updating the areas of review, updating the injection well O&M manuals, tabulating, graphing and interpreting well operational data, and review and reproducing the construction completion report. The level of effort identified assumes that the wells are currently operating without permit violations and monitoring well data does not indicate any issues with confinement.

Project management to be performed shall include quality control review of deliverables by senior technical personnel, monitoring and control of project schedule, direct coordination with CITY staff and administrative tasks required to complete the project.

CONSULTANT's services include preparation of response of up to two RFIs from FDEP.

It is recognized by CITY that neither CITY nor CONSULTANT can control the number of RFIs produced by the FDEP. If response to additional RFIs is needed, CITY and CONSULTANT will negotiate additional services.

Confinement has been previously established and accepted by FDEP. If FDEP generates RFI associated with confinement that will require additional data review and interpretation, CITY and CONSULTANT will negotiate additional services.

ASSUMPTIONS:

The proposed Scope of Services is based on the following understandings of the project

- Permitting Fees will be paid for by the CITY.
- CITY will provide copies of the MORs and DMRs in Excel format that have been submitted to the FDEP since January 1, 2010 prior to the date of the Notice to Proceed (NTP).
- CITY will provide a copy of the concentrate disposal well (CW-1) Construction Completion Report to the CONSULTANT prior to the date of the Notice to Proceed (NTP).
- CITY will provide a copy of the concentrate disposal well (CW-1) most recent permit application, including RFI responses to FDEP, to the CONSULTANT prior to the date of the Notice to Proceed (NTP).
- CITY will provide a copy of the previous permit application of the concentrate disposal well (CW-1) prior to the date of the NTP.
- This scope of services does not include services for hydrogeologic evaluation, confinement evaluation and interpretation of previous geophysical logs.

EXHIBIT "3"

TO

PROJECT AGREEMENT

Sawgrass WWTP Injection Well Operating Permits

P R O J E C T S C H E D U L E

CONSULTANT will submit deliverables to the CITY as follows:

Date	Task / Description
Prior to NTP	CITY provides CONSULTANT with documents required for preparation of the permit application, including operating data and previous concentrate disposal well operating permit application.
October 11, 2016	CITY provides Certificate of Financial Responsibility to CONSULTANT
October 25, 2016	CONSULTANT submits draft copy of the applications to the CITY for review and comment.
November 1, 2016	CITY provides check issued to FDEP two separate checks to cover for permit application fees.
November 8, 2016	CITY provides comments on the Draft permit applications to the CONSULTANT.
November 22, 2016	CONSULTANT submits the applications to FDEP.
As Applicable	CONSULTANT prepares and submits responses to FDEP RFI within the time required by FDEP (typically 30 days).

EXHIBIT "4"

TO

PROJECT AGREEMENT

Sawgrass WWTP Injection Well Operating Permits

PAYMENT SCHEDULE

Task/Description	Percent of Total Fee	Fee
Task 1 – Permit Applications	98.2	\$55,700
Expenses	1.8	\$1,000
Total	100.0	\$56,700

EXHIBIT "5"

TO

PROJECT AGREEMENT

Sawgrass WWTP Injection Well Operating Permits

DELIVERABLES

TASK 1 –Operating Permit Applications

- CONSULTANT shall provide four copies of each draft permit application to the City for their review.
- CONSULTANT shall submit each final permit applications to the FDEP and four hard copies and four copies in PDF form on CD to the CITY. The native files used in preparation of the work will also be provided to the city.
- CONSULTANT shall provide an electronic copy of draft RFI Responses to the City for their review.
- CONSULTANT shall submit the RFI Responses to the FDEP and four hard copies to the CITY.