

## **PROJECT AGREEMENT**

Between

THE CITY OF SUNRISE

And

**Hazen & Sawyer, P.C.**

For

Project Agreement No. 17-001-HS

### **Preparation of Plant O&M Manual Chapters and Operator Training For New Bid Package-A Biosolids Facilities at Sawgrass WWTP**

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 **June 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 **one hundred eighty (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 \$52,660.00**. 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:

<b>NAME</b>	<b>FUNCTION</b>
Kurt Pfeffer	Senior Principal Professional/Project Manager
Rob Taylor	Company Officer
Jerry Ratasky	Technical Expert/Electrical

<u>NAME</u>	<u>FUNCTION</u>
Mike Bullard	Technical Expert/Process-Biosolids
Jen McMahon	Principal Professional/Process-Mechanical Engineer
Monique Durand	Senior Professional
Alexandra Smith-Prance	Assistant Professional
Briana LeTourneau	Assistant Professional
Brad Pickett	Professional/Electrical Engineer
David Reed	Assistant Professional/Electrical Engineer
Evan Curtis	Principal Professional/Instrumentation and Controls Engineer
Fran Bennett	Senior Designer/CADD Designer
Teresa McNally	Administrative Assistant

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.

**[SPACE INTENTIONALLY LEFT 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 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 & Sawyer, P.C.

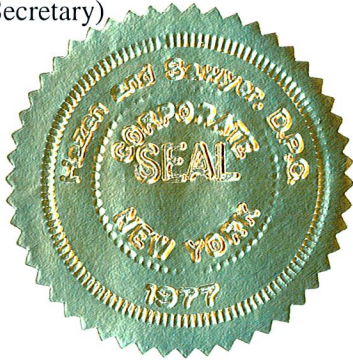
By: Patricia A. Carney  
Patricia A. Carney, P.E.  
Vice President

23 day of September, 2016.

AUTHENTICATE:

[Signature]  
Secretary

Robert B. Taylor, Jr. P.E  
(Please type name of Secretary)



WITNESSES:

James T. Grogan  
Marta Alonso  
[Signature]



**EXHIBIT "1"**

**TO**

**PROJECT AGREEMENT**

**Preparation of Plant O&M Manual Chapters and Operator Training  
For New Biosolids Bid Package-A Facilities at Sawgrass WWTP**

**PROJECT DESCRIPTION**

The principal features of the construction of the City of Sunrise Biosolids Management Improvements - Bid Package A project at the Sawgrass WWTP include the following:

1. Demolition of facilities within the existing Dewatering Building, including demolition and removal of existing belt filter press, belt conveyors, truck loading conveyor, polymer dosing and metering equipment and ancillary systems.
2. Installation of new facilities within the existing Dewatering Building, including two high solids centrifuges and ancillary systems, dewatered sludge conveyors, polymer feed and dosing systems, and all associated materials, equipment and elements to complete the dewatering facility.
3. Construction of the new polymer storage tank building (approximately 800 ft<sup>2</sup> concrete masonry unit structure), including bulk storage tank, polymer make up units and all civil, mechanical, electrical, instrumentation, structural and architectural work required for a complete and operating facility.
4. Construction of new sludge pumping station, including the phased demolition of the existing belt filter press feed pumps and the phased construction of the proposed centrifuge feed pumps and all associated civil, mechanical, electrical, instrumentation and structural work required.
5. Construction of new centrifuge odor control chemical feed system, including bulk storage tank, chemical metering pumps, dosing piping and all civil, mechanical, electrical, instrumentation and structural work required for a complete and operating system.

The purpose of this Project Agreement is to commission the preparation of new and/or updated chapters for the City's Sawgrass WWTP Plant Operations and Maintenance (O&M) Manual and operator training workshops to incorporate the new facilities described above.

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT**

**Preparation of Plant O&M Manual Chapters and Operator Training  
For New Bid Package-A Biosolids Facilities at Sawgrass WWTP**

**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**

The scope of services shall be as follows:

**Task 1 Preparation of Plant O&M Manual Chapters**

Operation and maintenance (O&M) manual chapters shall be developed for the following new and upgraded facilities constructed at the Sawgrass WWTP under the Biosolids Improvements Bid Package "A" Project:

1. Centrifuge Dewatering Facility, including sludge feed pumps, dewatered cake screw conveyors, truck loading, polymer system and liquid odor control system (new chapter)
2. Electrical Power Distribution (chapter update)
3. Instrumentation and Controls (chapter update)

Services to be provided for preparation of O&M manual chapters are presented below:

1. Develop an electronic operation and maintenance manual geared toward operations personnel. Each section of the operation manual shall contain single-colored process schematics and diagrams for operator reference. Isometric diagrams shall also be utilized when necessary to provide better understanding of the process.

2. Based upon review comments received from the City, the Operation and Maintenance Manual chapters will be updated, and final Operation and Maintenance Manual chapters will be presented to the City.
3. The Operation and Maintenance Manual chapters shall be provided in hard copy original and electronic PDF format. Printing of the text for the Final Manual chapters will be on both sides of the paper. All of the pages will be dated at the lower left hand corner of the page to identify the latest date of word processing input to the text material.
4. Standard Operating Procedures (SOP's) - Standard Operating Procedures shall be developed for each of the processes identified in the Operation and Maintenance Manual chapter. The SOP's will be incorporated into the Operation and Maintenance Manual as a separate subsection of each major Section.
5. Each Standard Operating Procedure shall consist of the following sub-sections:
  - a. Pre-Startup Procedures
  - b. Startup Procedures
  - c. Routine Operations
  - d. Troubleshooting
  - e. Shutdown Procedures
  - f. Abnormal Conditions Response
  - g. Safety and Housekeeping
6. Single-colored schematic diagrams and isometric drawings shall be incorporated into the Standard Operating Procedures as necessary to understand the system operation.
7. Based upon review comments received from the City, the SOP's shall be updated and final SOP's will be submitted. These SOP's shall be utilized during Operator Training in Task 2.

## **Task 2 Operator Training**

Consultant will conduct up to two workshop meetings (four hours each) with the facilities operational staff to provide operational training for new and modified treatment process and support systems (e.g., electrical, SCADA). Workshops shall include classroom training and hand-on field training. Written training materials and workshop outlines shall be prepared and submitted to the City at least two weeks prior to any workshop.

In addition to training workshops, Consultant shall review operational data, observe trends, and correlate system performance observations with collected operational data. This task will focus on optimizing system performance. Written results of evaluations and operational recommendations shall be provided to the City.

## **Task 3 Standard Plant O&M Manual Language for Standard City Project Agreements**

Consultant will develop standard language to be added to the City's standard engineering consultant Project Agreements related to scope of services, requirements and deliverables for the preparation of Plant O&M Manual chapters for new or modified facilities in water or wastewater treatment or pumping facilities. The

draft standard language will be reviewed with the City at one of the Task 2 or Task 3 workshops. The Consultant will incorporate City comments and submit final standard language to the City as a stand-alone deliverable for the City to incorporate into their standard consultant Project Agreement.

#### **Task 4 Standard Construction Contract Specification for Preparation of Vendor O&M Manuals**

Consultant will develop a standard construction contract specification for use by all engineering consultants on City design projects for new or modified facilities in water or wastewater treatment or pumping facilities. The standard specification will be similar to that developed as Specification Section 01730 in the recent Sawgrass WWTP and Springtree WWTP Biosolids Improvements Projects, and will include standard templates for Equipment Summary and Preventive Maintenance Summary spreadsheets for each equipment item. The standard templates for Equipment Summary and Preventive Maintenance Summary spreadsheets will be developed by the Consultant to be integrated into the City's standard preventive maintenance software program (to be selected by the City during completion of this task).

#### **Task 5 Project Management**

Project management will 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.

#### **ASSUMPTIONS:**

The Scope of Work described herein is based upon the following assumptions:

1. City will provide electronic copies (Word and/or PDF) of existing Plant O&M Manual chapters related to the following facilities within 10 days following Notice to Proceed:
  - a. Sludge thickening
  - b. Thickened sludge storage
  - c. Sludge dewatering
  - d. Overall plant electrical systems
  - e. Overall plant instrumentation/SCADA systems

**EXHIBIT "3"**

**TO**

**PROJECT AGREEMENT**

**Preparation of Plant O&M Manual Chapters and Operator Training  
For New Bid Package-A Biosolids Facilities at Sawgrass WWTP**

**PROJECT SCHEDULE**

CONSULTANT will submit deliverables to the CITY as follows:

<b>Task/Description</b>	<b>Task/Completion In Days Following Authorization</b>
Task 1 – Plant O&M Manual Chapters	
Draft O&M Chapters	90
Final O&M Chapters*	150*
Task 2 – Operator Training	
Written Training Materials	120
Training Workshops*	150*
Task 3 – Standard Plant O&M Manual Language for City Project Agreements	60
Task 4 – Standard Contract Specification for Vendor O&M Manuals	90**
Task 5 – Project Management	N/A (no deliverable)

\*Based on receipt of CITY review comments 30 days after receipt of draft deliverables

\*\*Based on receipt of standard preventive maintenance software requirements 30 days after authorization

**EXHIBIT "4"**

**TO**

**PROJECT AGREEMENT**

**Preparation of Plant O&M Manual Chapters and Operator Training  
For New Bid Package-A Biosolids Facilities at Sawgrass WWTP**

**PAYMENT SCHEDULE**

<b>Task/Description</b>	<b>Percent of Total Fee</b>	<b>Fee</b>
Task 1 – Plant O&M Manual Chapters	41.1	\$21,636.00
Task 2 – Operator Training	31.9	\$16,783.00
Task 3 – Standard Plant O&M Manual Language for City Project Agreements	6.9	\$3,621.00
Task 4 – Standard Contract Specification for Vendor O&M Manuals	13.4	\$7,104.00
Task 5 – Project Management	4.7	\$2,483.00
Expenses	2.0	\$1,033.00
<b>Total</b>	<b>100.0</b>	<b>\$52,660.00</b>

**EXHIBIT "5"**

**TO**

**PROJECT AGREEMENT**

**Preparation of Plant O&M Manual Chapters and Operator Training  
For New Bid Package-A Biosolids Facilities at Sawgrass WWTP**

**DELIVERABLES**

- Draft Plant O&M Manual Chapters - five printed copies and one electronic copy (PDF format).
- Final Plant O&M Manual - five printed copies and one electronic copy (PDF format).
- Written materials for operator training workshops - five printed copies and one electronic copy (PDF format).
- Standard Project Agreement Language – five printed copies and one electronic copy (PDF format).
- Standard Construction Contract Specification – five printed copies and one electronic copy (PDF format).

