CITY CLERK
CITY OF SUNRISE
2022 NOV -8 AM 11:22

SUNRISE, FLORIDA

RESOLUTION NO. 21-46-22-E

A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE "PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND HAZEN AND SAWYER, P.C. FOR PROJECT AGREEMENT NUMBER: PA-23-002-HS SPRINGTREE WTP ELECTRICAL UPGRADES – PHASE 1 CONSTRUCTION MANAGEMENT SERVICES;" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City previously entered into Continuing Services Agreement (CSA) with Hazen and Sawyer, P.C. dated May 11, 2021; and

WHEREAS, critical portions of the electrical system at the Springtree Water Treatment Plant have reached the end of their useful lives and require replacement and upgrades; and

WHEREAS, this Project Agreement provides Construction administration and construction observation services during the project; and

WHEREAS, Hazen and Sawyer, P.C. was selected because it is capable of performing the services based on their experience and availability and it is the designer of record for this project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA:

Section 1. Pursuant to the CSA between the City of Sunrise and Hazen and Sawyer P.C., "Project Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for Project Agreement Number: PA-23-002-HS Springtree WTP Electrical Upgrades – Phase 1 Construction Management Services" (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement and all necessary documents in conjunction with this Project Agreement.

Section 3. The City Manager may extend the term of this Project Agreement in accordance with the terms of the approved Project Agreement. The Director of Utilities shall provide the City Clerk a copy of any such extension.

Section 4. Effective Date. This Resolution shall be effective immediately upon its passage.

PASSED AND ADOPTED this 25TH DAY of OCTOBER, 2022.

Mayor Michael J. Ryan

Authentication:

Felicia M. Bravo
City Clerk

MOTION: KERCH
SECOND: SCUOTTO

DOUGLAS: YEA
GUZMAN: YEA
KERCH: YEA
SCUOTTO: YEA
RYAN: ABSENT

Approved by the City Attorney
as to Form and Legal Sufficiency

Kimberly A. Kisslan

CITY CLERK
CITY OF SUNRISE
2022 NOV -8 AM 11:22

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-23-002-HS

SPRINGTREE WTP ELECTRICAL UPGRADES - PHASE 1
CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 11, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 11, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

2.3 Not used

2.4 Not used

2.5 Not used

2.6 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.

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.8.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the City.

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.

2.8.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is

suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of 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 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 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.10 PERSONNEL

2.10.1 The Consultant shall assign only qualified personnel to perform any service concerning the Project. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Patricia Carney, PE	Company Officer
J. Brad Pickett, PE	Project Manager
Jose Cano, PE	Professional
Jean Paul Silva, PE	Sr. Principal Professional
Bernard Steiger, PE	Sr. Principal Professional
Alexandra Fisher, PE	Sr. Professional
John Koroshec, PE	Sr. Principal Professional
Eli Andres	Sr. Professional
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 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 $244,900 exclusive of authorized Reimbursable Expenses ($250,000 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.6 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. 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:

5.2

Task 1 – Construction Contract Administration Services	$	165,400	67.5%
Task 2 – Construction Inspection and Observation Services	$	79,500	32.5%

5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement–

5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.

5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.

6.2 REIMBURSABLE EXPENSES

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

Not to exceed $5,100 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 **910 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to

withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and

every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 FOREIGN GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

14 day of November, 2022.

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

HAZEN AND SAWYER, P.C.

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

21st day of October, 2022.

AUTHENTICATE:

_____
Vice President

Robert B. Taylor, Jr., P.E.
Please type name

(CORPORATE SEAL)

WITNESSES:

Guillermo J. Regalado
_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

PROJECT BACKGROUND

The City of Sunrise ("City") operates and maintains the City's Springtree Water Treatment Plant (WTP), which includes a low and medium voltage electrical power distribution system. Critical portions of the electrical system have reached the end of their useful lives and require replacement.

Specifically, the following low and medium voltage electrical distribution equipment needs to be replaced:

Equipment	Replacement Justification	Phase
Medium Voltage Utility/Generator Switchgear and Controls	• Configuration does not allow parallel generators • Condition assessment indicates replacement is required • Spare parts no longer manufactured / difficult to obtain • Recent operational failures of internal components	2
Medium Voltage Motor Control Centers (2) (MV-MCC-1A/B)	• End of useful life (25+ years) • Spare Parts no longer manufactured / difficult to obtain • Condition Assessment indicates replacement is required	2
Low Voltage Unit Substations (2)	• End of useful life (25+ years) • Testing of equipment creates hazard to staff • Condition assessment indicates replacement is required	1
High Service Pump Variable Frequency Drives (3)	• End of useful life (25+ years) • One VFD has failed and unable to obtain replacement parts • Condition assessment indicates replacement is required • 5kV Isolation Transformers are inefficient	1
480V Motor Control Centers (2)	• End of useful life (25+ years) • Spare Parts no longer manufactured / difficult to obtain • Condition assessment indicates replacement is required	1

Hazen and Sawyer performed a detailed design for both Phase 1 and Phase 2 for the replacement of the equipment outlined above. The Construction Contract for Phase 1 has been awarded therefore this project agreement provides the following:

- Construction Contract Administration Services during construction of Phase 1 including:

- Project Management services to provide proper communication and coordination between stakeholders (the City, Engineer, Contractor, and Sub-Contractors)
- Monthly construction review meetings with the Contractor to address schedule and coordination items
- Construction Administration Office efforts including Shop Drawing Review, Request for Information ("RFI") Response, and Contract Interpretations / Change Management
- Payment Application Review based on Engineer's observations on work completed for each period when compared to the Schedule of Values

- Construction Inspection and Observation Services during construction of Phase 1 including:
  - Periodic on-site inspections
  - Specialty inspections by HVAC, Structural, and Electrical experts during critical construction activities
  - Construction punch-list and closeout walk-through and checklists to inform substantial and final completion
  - Provide as-built record drawing at the end of construction to properly document the installation.

EXHIBIT "1"

Task 1 **CONSTRUCTION CONTRACT ADMINISTRATION SERVICES**

1.1 The Consultant shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The Consultant shall prepare and provide deliverables to the City and the Contractor as needed or indicated in this Agreement and the Contract for Construction for execution of the contract and use during construction of the project.

1.2 The Consultant shall provide assistance to the Contractor for procuring the Building Department permits from the City of Sunrise. Consultant shall provide special inspection forms, special building inspections, special inspection reports, signed/sealed drawing revisions, and submittals as required to obtain permits, obtain inspection approvals and closeout permits. Consultant shall provide drawing revisions to satisfy permit comments within three (3) weeks of the issuance of the comment from the permit jurisdiction. Consultant shall monitor merit status and provide feedback to the City. Consultant shall revise drawings to reflect changes required for permit approval after the bid. Consultant shall provide signed/sealed/dated modified permit drawing sets, within seven (7) calendar days of the request from the City or Contractor. Consultant shall provide a permit submittal cover letter that addresses previous permit review comments, drawings changes since the previous permit submittal and new permit submittals within three (3) days of receiving copies of the contractors permit applications or updated submittals. This contract assumes assistance on a maximum of two (2) rounds of building review submittals prior to approval.

1.3 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 Project Agreement and in the Contract for Construction. The Consultant shall have and perform all of 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 herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.

1.4 The Consultant shall schedule and attend a pre-construction meeting and monthly progress meetings, which shall include, but shall not be limited to, 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, when appropriate, to review the progress of the Project or as otherwise necessary to protect the interest of the City. The Contractor shall prepare, distribute and maintain detailed minutes of the pre-construction meeting and progress meetings relating to the construction of the Project. This Project Agreement assumes twenty (20) meetings throughout construction.

1.5 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 within five (5) working days. The Consultant must obtain written approval from the City if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the Consultant shall prepare work directives and proposed Change Orders. The Consultant shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the City. The Consultant may issue field orders that do not affect cost, schedule, quality or utility operations.

1.6 Upon receipt, the Consultant shall carefully 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 protect the City from 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.

1.7 The Consultant shall examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. The Consultant shall advise the City in writing with respect to the adequacy and accuracy of any such schedules or updates.

1.8 The Consultant shall carefully inspect the Work of the Contractor whenever or wherever 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 for Construction. In making such inspections, 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 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 any and all tests required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the City the results thereof.

1.9 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 as required in Paragraph (c) hereinabove, 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 made an inspection of the Work as provided in Paragraph (c) hereinabove, and that the Work has progressed to the level indicated, that the quality of

the Work meets or exceeds 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. This Project Agreement assumes a fourteen (14) month construction schedule with fourteen (14) requests for payment.

1.10 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter 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 the request of the Contractor or the City not to exceed ten (10) calendar days. Unless otherwise directed by the City, the Consultant shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract for Construction.

1.11 The Consultant shall reject any Work which does not conform to the Contract Documents unless directed by the City, in writing, not to do so. Whenever it is necessary in order to protect the interest of the City, the Consultant shall require special inspection or testing of the Work in accordance with the provisions of the Contract for Construction whether or not such Work is fabricated, installed or completed.

1.12 The Consultant shall review, study, and 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 with reasonable promptness so as to cause no delay to the Contractor or the Project. This contract assumes the review of forty (40) shop drawing submittals and potential resubmittals.

1.13 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.

1.14 The Consultant shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract. When requested by the City, the Consultant shall prepare a detailed Operation and Maintenance Manual for the entire Project.

1.15 The Consultant shall review any Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the City that said drawings are adequate, accurate and complete as provided by the Contractor.

EXHIBIT "1"

Task 2: **CONSTRUCTION INSPECTION AND OBSERVATION SERVICES**

2.1 The Consultant shall provide the services of a Project inspector ("Inspector"). The Inspector shall be the Consultant's agent at the Project site. The Inspector shall inspect the work and shall keep the City fully informed of the progress and quality of the work.

2.2 The Inspector shall review the Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor.

2.3 The Inspector shall attend all prebid, preconstruction, and other meetings pertaining to construction of the Project. The Inspector shall serve as the Consultant's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors.

2.4 The Inspector shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the Consultant or the Contractor. The Inspector shall provide immediate written notification to the Consultant and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the Consultant. The Inspector shall record in writing, and immediately report to the Consultant and the City, any defective, deficient, faulty or unsatisfactory work performed by the Contractor.

2.5 The Inspector shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The Inspector shall maintain detailed records relating to any such tests. The Inspector shall accompany any visiting inspectors or representatives of the City when requested by the Consultant or the City. The inspector shall immediately notify the Consultant in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor.

2.6 The Inspector shall maintain at the Project site a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The Inspector shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. The Inspector shall also maintain names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of material and equipment for the Project.

2.7 The Inspector shall periodically prepare reports of the progress of the work and the Contractor's compliance with the Contract Documents including, but not limited to, the progress schedule and the schedule of shop drawings and sample submittals.

2.8 The Inspector shall advise the Consultant in advance of any scheduled test, inspection or start-up of equipment as well as commencement of any significant phase of the Work. The Inspector shall report immediately in writing to Consultant and the City upon the occurrence of any accident. In accordance with the requirements of the contract between the City and the Consultant, the Inspector shall review the Contractor's applications for payment.

EXHIBIT "1"

2.9 The Inspector shall verify the submission of all certificates, maintenance manuals, operation manuals, and other documents required by the Contract Documents and shall deliver copies of same to the Consultant and the City prior to final payment to the Contractor. The Inspector shall assist with any final inspection of the Work and shall inspect the Work to determine that all requirements for final inspection have been completed. Any exceptions noted shall be submitted to the Consultant and the City in writing prior to final payment to the Contractor. This Contract assumes the Consultant will provide one (1) part-time Inspection Project Representative (IPR). The Consultant retains the right to determine appropriate allocation of the IPR's time to align it with appropriate construction activities.

2.10 The Inspector SHALL NOT AUTHORIZE ANY DEVIATION FROM THE CONTRACT DOCUMENTS OR ANY SUBSTITUTION OF MATERIALS OR EQUIPMENT UNLESS FIRST AUTHORIZED IN WRITING BY BOTH THE CONSULTANT AND THE CITY. The Inspector shall not exceed the limitations of the Consultant's authority as set forth in the agreement by and between the Consultant and the City or as set forth in the Contract Documents. The Inspector shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Inspector shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. Consultant is responsible and liable for the acts and omissions of its Inspector.

EXHIBIT "1"

KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The Consultant shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
4. Consultant shall provide electronic Conformed Documents. Hard copies shall be provided by the Consultant upon the request of the City. Consultant shall provide notes on drawings changed per addenda; and Consultant shall cloud and note all drawing changes required for each permit jurisdiction approval.
5. IPR will work part-time during periods of active new construction. The City Inspector will provide all required inspection services during mobilization, demolition and demobilization construction activities. The Consultant's IPR will provide part-time services. Specialty inspection will be provided by structural/mechanical/electrical engineers in addition to the IPR during critical periods of construction activities.

EXHIBIT "1"

SPRINGTREE WTP ELECTRICAL UPGRADES
CONSTRUCTION MANAGEMENT SERVICES

D E L I V E R A B L E S

Task	Task Description	Deliverable
1	**Construction Contract Administration Services**	
1.1	Preparation of Conformed Documents	Conformed Documents
1.2	Assistance to Contractor for Procuring Building Permits	Letter/Form/Reports/Drawings
1.3	Representation of the City	Correspondence as Needed
1.4	Kickoff Meeting, Progress & Construction Meetings	Comments to Contractor's Agenda and Minutes
1.5	Interpretations and Clarifications	Responses
1.6	Examination of the Schedule of Values	Review Comments
1.7	Examination of Construction Schedule	Review Comments
1.8	Inspection of the Work & Testing	Inspection Reports
1.9	Approval of Request for Payment	Review Comments
1.10	Contract Interpretations	Responses
1.11	Rejection of Work	Notifications
1.12	Shop Drawings and Submittals	Review Comments and Approved Submittals
1.13	Change Orders	Work Directives and Change Orders
1.14	Contractor Operation and Maintenance Manuals	Review Comments
1.15	Record Drawings	Record Drawings
2	**Construction Insp. & Obs. Svcs.**	Inspection Reports

EXHIBIT "2"

PROJECT SCHEDULE

SPRINGTREE WTP ELECTRICAL UPGRADES
CONSTRUCTION MANAGEMENT SERVICES

Task	Task Description	Duration from NTP (Weeks)
1.0	Construction Contract Administration Services	60
2.0	Construction Inspection and Observation Services	60