CITY CLERK
CITY OF SUNRISE
2022 MAY -5 AM 10: 11

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

and

STANTEC CONSULTING SERVICES INC.

For

PROJECT AGREEMENT NO. PA-22-001-ST

EAST SUNRISE WATERMAIN REPLACEMENT - PHASE II

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7th, 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 7th, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

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

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

2.3 THIRTY PERCENT DESIGN DOCUMENTS

2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.

2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.

2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.

2.3.4 The Consultant shall prepare and submit to the City for its review 30% design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components. The Consultant shall be responsible for furnishing a legal description and any necessary survey(s) of the site, including, as may be reasonably required, grades and lines of streets, alleys, pavements and adjoining structures, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings and other improvements; and information concerning available service and utility lines above and below grade, including inverts and depths.

2.3.5 The Consultant shall submit to the City an estimate of probable construction costs for the Project.

2.3.6 If requested by the City, during construction, the Consultant shall be required to maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.4 SIXTY PERCENT DESIGN DOCUMENTS- Not Used

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 30% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 90% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, architectural, structural, mechanical and electrical systems; landscape architectural and irrigation design; materials and such other elements as may be appropriate.

2.5.2 The Consultant shall review its estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

2.6 ONE HUNDRED PERCENT DOCUMENTS

2.6.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.6.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.6.3 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.

2.6.4 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.

2.6.5 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.6.6 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.6.7 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

2.7.1 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.

2.7.2 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.

2.7.3 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.

2.7.4 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.

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

2.8 SERVICE SCHEDULE

2.8.1 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.

2.8.2 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.

2.8.3 Liquidated Damages: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Project Task 3.1.1 and 3.1.2 – 30% Design Documents $100/day

Milestone 2: Project Task 3.2.4 – 90% Design CDD Submittal $100/day

Milestone 3: Project Task 3.3.1 and 3.3.2 – 100% Design Documents $100/day

2.8.4 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.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The

amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

2.9.1 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
Oscar Bello, PE	Client Service Manager
Dave Clarke, PE	Project Manager/EOR
Larissa Faria, PE	Watermain-Project Engineer
Albert Ruiz, PE	Watermain-Tunnel Designer
Eduardo Robaina	Watermain-Sr. CAD Technician
Ricardo Versace	Watermain Technician
Laura Rodriguez	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 Phase 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 $378,905.28 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. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.

5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Table 5 -1 East Sunrise Watermain Improvement Fee Summary

Task No.	Task / Description	Fee	Percent of Watermain Fee
1.0	Project Management	$26,559.00	7%
2.1	Topographic Survey	$52,500.00	14%
2.1	SUE	$14,190.00	4%
2.2	Geotechnical Investigation	$7,400.00	2%
3.1	30% Design	$44,781.76	12%
3.2	90% Design	$142,295.85	38%
3.3	100% Design	$43,626.33	11.5%
4.0	Permitting	$24,290.18	6.5%
5.0	Bidding Support	$19,262.16	5%
	SUBTOTAL	$374,905.28	100%
	TOTAL with Reimbursables	**$378,905.28**	

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 Consultant's in the interest of the Project, as follows:

Not to exceed **$4,000** without prior written authorization by the City.

6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **600 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 Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

4th day of May, 2022

AUTHENTICATION:

_____
City Clerk Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

Authorized City Representative's Initials FP

Authorized Consultant Representative's Initials _____

CONSULTANT

Stantec Consultant Services

By: _____
Oscar Bello, P.E.
Client Service Manager

16 day of March, 2022

AUTHENTICATE:

_____
Secretary

Chris Heisler
Please type name of Secretary



(CORPORATE SEAL)

WITNESSES:

_____

Robyn Walter

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: QB

EXHIBIT "1"

TO

PROJECT AGREEMENT PA-22-001-ST

EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II

SCOPE OF SERVICES

The CITY has requested CONSULTANT provide Engineering Design, Permitting and Bidding Support Services for the East Sunrise Watermain Replacement Phase II (CIP Project Number 5152PI).

This project provides for a new watermain within the City of Sunrise along NW 68th Avenue between NW 26th Street and NW 25th Court and replaces existing watermains within the area bounded to the east by NW 68th Avenue, to the west by NW 69th Avenue, to the south by NW 26th Street and to the north by NW 30th Street. The existing watermains consists of asbestos concrete (AC) piping installed sometime in 1968 and PVC watermains installed around 1992. Along NW 68th Avenue and just south of NW 26th Street, a portion of the new watermain will be installed via horizontal directional drill (HDD) underneath an existing culvert. It is anticipated that most of the new water main will be installed via the close tolerance pipe slurrification (CTPS) method. This project will allow the CITY to replace aging existing Asbestos Cement (AC) pipe and improve water quality, service, and fire flow requirements in the area. Improvements will also include milling and resurfacing of the existing roadways and replacement of existing extruded curb with Type D curb within the project limits where the new watermain is being installed. The new watermain size will range between 6-inches and 8-inches. The new watermain material used will be High-Density Polyethylene (HDPE) Pipe for HDD and CTPS. The CONSULTANT will be responsible for obtaining topographic survey, Subsurface Utility Exploration (SUE) and geotechnical exploration required to support the new water main design. Approximate length of the new watermains is 10,200 linear feet (LF) and will include new fire hydrants and replacement of existing service lines.

The scope of the project includes the following major components and improvements for the new watermain pipeline replacement:

- Obtain a topographical survey, geotechnical borings and subsurface utility locates within the project limits.
- Conduct a field review and take photographs within the project limits to document existing conditions.
- Establishing proposed watermain CTPS, locations for boring pits, HDD, side street connections and reestablishing existing services. Work will include new fire hydrants, as required to meet current codes, and replacement of existing services lines up to but not including the water meter.
- Detail engineering design for approximately 10, 200 LF of new watermain pipeline, including the following:

- Horizontal directional drill (HDD) of the new watermain between underneath an existing culvert on NW 68th Avenue, just south of NW 26th Street.
- CTPS

- Design for milling and resurfacing of all roadways and replacement of existing extruded curb with Type D curb within the project limits.
- Permitting assistance to obtain permits with the Fire Department, Broward County Traffic, and City of Sunrise Community Development Department (CDD) Engineering, and Florida Department of Environmental Protection, as required.
- Bidding assistance by preparing documents to advertise for bids, presenting at pre-bid meeting, responding to request for information, and developing addenda.
  - Construction Documents (Drawings, Construction Specifications, Opinion of probable cost)

All components shall be designed in accordance with all applicable agencies, the CITY of Sunrise Utility and Community Development Departments.

This Project Agreement (PA) will provide the engineering services to prepare detailed design and documents to be used for permitting and bidding, including permitting services to obtain CDD Engineering Approved Plans and providing assistance to the CITY during the bid phase.

TASK 1 – PROJECT MANAGEMENT

Task 1.1 – Project Management

The CONSULTANT will be responsible for overall coordination and administration of this project through its Project Manager (PM). The PM will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule. The PM will develop the project plan, schedule, develop and maintain the planned execution of the project, oversee quality assurance and quality control (QA/QC) reviews, maintain and update budget and schedule status, prepare miscellaneous project management correspondence and documents, coordinate activities of all project team members, and manage project issues requiring discussion or resolution with the CITY.

The CONSULTANT will prepare and submit monthly invoices in accordance with the Project Agreement. The CONSULTANT will prepare monthly progress reports to document project progress and submit the reports with each invoice.

Task 1.2 - Meetings

The CONSULTANT shall schedule and conduct one Kick-off Meeting with the CITY. Topics for discussion will include project overview, project team, communications, project schedule, and initial data and input needs from the CITY. The CONSULTANT shall

prepare the meeting agenda and meeting minutes. Meeting minutes will be submitted to the CITY in electronic format for review and comment.

In addition to the Kickoff Meeting, the CONSULTANT will attend design meetings identified under the Detailed Design tasks.

DELIVERABLES:

- Monthly Progress Reports
- Monthly Invoices
- Meeting Agendas
- Meeting Minutes
- Design Schedule

MEETINGS:

- Kickoff Meeting

TASK 2 –FIELD INVESTIGATIONS

Task 2.1 Topographic Survey and Subsurface Utility Exploration (SUE)

The CONSULTANT shall utilize a Florida Registered Professional Land Surveyor to complete a boundary and topographic survey of the project area in accordance with the current surveying requirements of the Board of Professional Surveyors and Mappers of the State of Florida, as outlined in the "Standards of Practice" in Chapter 5J-17 of the Florida Administrative Code. The surveyor will also perform a title search. The survey investigation shall include the following:

- Obtain specific boundary information, recovery of boundary monumentation, such as right of way lines, subdivision lines, lot lines, base lines, and easement lines, as required by the project
- Survey shall extend right of way to right of way on all roadways within the project limits.
- The location of all above ground visible improvements, including pavement, slabs, fences, signs, mailboxes, overhead wires, and utility features, within the limits of the survey area
- The location of trees 3-inches in diameter or larger at breast height within the Right of Way and within the limits of the survey area
- Measure rim and invert elevations for drainage and sanitary sewer structures, if accessible and unobstructed. Pipe sizes and pipe material will be noted.
- Provide cross-section elevations at 50-foot intervals along all roadways
- All elevations will be relative to North American Vertical Datum of 1998 (NAVD88) and based on National Geodetic Survey (NGS), Florida

Department of Transportation (FDOT), or South Florida Water Management benchmarks.

- Benchmarks will be provided on survey control, set on, or immediately adjacent to the project, and shown on the survey

The CONSULTANT shall utilize an underground utility location contractor to designate existing utilities along the subject watermain pipeline alignment using a combination of signal induction and Ground Penetrating Radar (GPR). During detail design there will be a need to perform a (GPR) survey, and subsurface utility excavation (SUE) along the proposed watermain pipeline alignment to locate metal and plastic underground utilities (pipes, electric, telecommunications, fiber, etc.). The CONSULTANT shall oversee the SUE activities and ensure that any de-watering activities are included in the work to properly identify existing utilities. Up to 30 vacuum excavations will be performed to determine exact elevations and positions of subsurface utilities in potential conflict with the proposed watermain pipeline alignment. This effort will be performed at locations identified by the CONSULTANT subsequent to the 30 percent design efforts.

DELIVERABLES:

- Signed and Sealed Topographic Survey
- SUE Report

Task 2.2 Geotechnical Investigation

The CONSULTANT shall retain and utilize the services of Geotechnical Engineering firm to carry out a geotechnical investigation of the project area. The goals and objectives of the geotechnical investigation shall include the following:

- Identify and classify soil types within project area.
- Identify the characteristics and properties of the soils present, including moisture content, grain size analysis, plastic properties, unit weights, permeability, compaction, and corrosivity.
- Use available soil characteristics, properties and potential project geometrics to identify possible geotechnical concerns.
- Obtain groundwater table elevation.
- Perform up to 8 standards penetration test (SPT) borings to depths of approximately 10 feet below existing grade at locations selected by the CONSULTANT.
- Perform up to 2 SPT borings to depths of approximately 40 feet below existing grade at locations selected by the CONSULTANT to support the design of the trenchless installation.
- Perform two (2) corrosion series (pH, resistivity, chlorine content and sulfate content) tests

Upon completion of the geotechnical investigation, the Geotechnical Engineering firm shall prepare a report including the following:

- Brief description of soil conditions observed in the field and in the laboratory
- Conclusions and recommendations regarding:

- Primary geotechnical engineering concerns and mitigating measures, as applicable
- Provide geotechnical recommendations for engineering design for pipelines, and structures, including pipe bedding, backfill, and compaction requirements
- Soil Corrosivity Considerations
- Site preparation and grading including treatment of weak, porous, compressible and expansive surface soils and the construction of fills
- Preparation of subgrade and aggregate base for pavement areas

DELIVERABLES:

- Geotechnical Report

TASK 3 DETAILED DESIGN

The CONSULTANT shall develop design documents for the new watermain pipeline replacement which will include progress submittals at 30%, 90%, 100%, and Issued for Bid. Design documents will include drawings, technical specifications, and opinion of probable construction cost (OPCC) as outlined in each detailed design progress submittal task below.

The development of the design documents for the watermain replacement will include the following:

- Perform an initial field visit which will include walking along the proposed alignment, taking photos and documenting any existing features that may impact the new pipeline.
- Gather and review available background information on the project, including utility atlas maps, GIS data, and as-built and record drawings information.
- A desktop review of publicly available information will be conducted to identify any known contaminated sites along the project corridor.
- During development of the design, the CONSULTANT will conduct up to three (3) site visits to verify information and refine the design. The findings from the site visits and review of information will be incorporated into the design deliverables.
- Obtain a Sunshine 811 Design Ticket to obtain information on existing utilities in the project corridor.
- Develop construction sequencing and analyze available information of service connections.
- Standard Construction Details – CONSULTANT will include standard construction details, typical sections, construction notes, etc. as required.

- Best Management Practices Plan – CONSULTANT will prepare a "Best Management Practices Plan" and appropriate soil erosion control details. It is intended that this plan will reflect the minimum needs for permitting / construction start-up and that the Contractor will update the plan for inclusion in the NPDES Stormwater Pollution Prevention Plan.
- Maintenance of Traffic (MOT) Plan – CONSULTANT will add appropriate notes and references to the plans to outline the performance specifications for the MOT in accordance with the standards and requirements of FDOT. The contractor will be responsible for preparing and submitting a site-specific MOT plan in the future.
- Technical Specifications – CONSULTANT will provide construction specifications for the process and materials of the civil/site improvements.
- Identify pavement repair/reconstruction requirements and proposed resurfacing limits per City and regulatory requirements.
- Coordinate with CITY to inventory existing materials such as pipes, fittings, fire hydrants etc. that can be used for this watermain replacement project.

Task 3.1 Thirty Percent Design Documents

Subtask 3.1.1 30% Design Development

The CONSULTANT shall develop 30% design documents. The 30% design will establish the principal characteristics, general arrangement, major diversions, trenchless installation and general design criteria for the project. Drawings will be in plan view only for the proposed watermain, shown on the survey with existing utilities, easements/rights-of-way indicated, connection points and stub-outs for any future connections.

Subtask 3.1.2 30% Design Opinion of Probable Construction Cost

The CONSULTANT will also prepare a preliminary planning level opinion of probable construction cost (OPCC) using the quantities identified in the 30% design drawings. The OPCC shall be a Class 5 in accordance with AACE International.

Subtask 3.1.3 30% Design Documents Internal Review

The CONSULTANT will submit the design documents for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the

comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.

- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.
- If comments require substantial re-configuration or re-design, the CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.

DELIVERABLES

- 30% Design Drawings (Plan Only)
- Project Technical Specifications -Table of Contents
- Preliminary OPCC
- Responses to 30% Review Comments

MEETINGS:

- 30% Design Review Meeting
- Comment Resolution Meeting, if required

Task 3.2 Ninety Percent Design Documents

Subtask 3.2.1 90% Design Development

Based on the 30% design task and incorporating review comments as appropriate, CONSULTANT shall develop 90% design documents. This task will include an update to the design drawings, specifications, and calculations. The design shall detail the requirements for bidding and construction of the project and shall be suitable to initiate permitting review by the regulatory agencies identified in Task 4. The CONSULTANT will develop a full set of draft project specifications, including front end documents (Division 00), using the CITY's standard front-end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices). Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front-end documents. The CONSULTANT will develop a conceptual construction schedule to determine the period of time required for construction and define substantial and final completion durations.

Subtask 3.2.2 90% Design Opinion of Probable Construction Cost

The CONSULTANT will update the 30% OPCC using the 90% design documents and updated quantities identified in the 90% design drawings. The OPCC shall be a Class 3 in accordance with AACE International.

Subtask 3.2.3 90% Design Documents Internal Review

The CONSULTANT will submit the 90% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 90% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

Subtask 3.2.4 90% Design CDD Submittal

The CONSULTANT will submit the 90% design documents to the City of Sunrise Community Development Department and Engineering Divisions for review. The review process will consist of the following steps:

- The CONSULTANT will revise and update the 90% design documents in accordance with the CITY accepted comment responses. Upon review and acceptance for readiness by the City's Utility Project Manager, 10 copies of the revised documents will be signed and sealed for permitting review by the permitting agencies identified in Task 4 including CDD-Engineering.

DELIVERABLES:

- 90% Design Drawings (Plan, profile and details)
- 90% Specifications
- Updated Engineering Calculations
- Draft MOT Concepts

- Updated OPCC
- Responses to 30% Review Comments

MEETINGS:

- 90% Design Review Meeting
- Comment Resolution Meeting, if required

Task 3.3 One Hundred Percent Design Documents

Subtask 3.3.1 100% Design Development

The CONSULTANT will update the design drawings and specifications to address permitting review comments from Task 4 until permits have been secured and develop 100% design documents to be used for the purposes of bidding the project.

Subtask 3.3.2 100% Design Opinion of Probable Construction Cost

The CONSULTANT will update the 90% OPCC using the 100% design documents and updated quantities identified in the 100% design drawings. The OPCC shall be a Class 2 in accordance with AACE International.

DELIVERABLES:

- Signed and Sealed 100% Drawings and Specifications
- Updated Opinion of Probable Construction Cost
- Response letter addressing permitting review comments from Task 4

TASK 4 PERMITTING

The CONSULTANT will provide and apply for the following permits on behalf of the CITY:

- City of Sunrise CDD Engineering Division - Engineer Plans Review
- Florida Department of Environmental Protection - Watermain Construction Permit
- Broward County Traffic Engineering
- Broward County Surface Water Management Division

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is acknowledged by CITY that the period required for obtaining permit review is beyond the control of CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information expeditiously, but in no case will the CONSULTANT take longer than fifteen (15) business days to respond to such requests.

The CONSULTANT will respond to requests for additional information as applicable for the above listed jurisdictional agencies. Up to three (3) meetings with the applicable regulatory agencies are considered under this task.

TASK 5 - BIDDING SERVICES
Task 5.1 Bidding Services

The CONSULTANT shall assist the CITY in solicitation of bids. The CONSULTANT will provide the following services during the bidding process:

- Provide a project description to be used in the advertisement for bid and Invitation to Bid form
- Provide a bid form worksheet
- Provide electronic copies of 100% design drawings, specifications, bid form worksheet, and other documents required for bidding to be made available for distribution to prospective bidders via the CITY's electronic procurement system. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format.
- Attend one (1) Pre-Bid Meeting and site visit.
- Coordinate with the CITY during the bidding process and be available to address bidder's questions and comments during the bidding process.
- Provide responses to address Bidder's Request for Information (RFI) related to the design. The CITY shall be responsible for forwarding design related RFI's to the CONSULTANT. The CITY shall be responsible for addressing RFIs related to non-design items, such as bidding procedures, Contract for Construction, General and Supplementary Conditions, etc. The CITY shall be responsible for maintaining the RFI log and distributing RFI responses.
- Investigate, study and analyze proposed substitutions of materials or equipment and advise the CITY with respect to the same
- Prepare up to three (3) addenda modifying design drawings and/or specifications to clarify or expand design elements in the bidding documents. The addenda documents will be provided in electronic format and will be ADA compliant. The CITY shall be responsible for distributing Addenda documents via the electronic procurement system.
- Attend the Bid Opening
- Prepare a Bid Tabulation of received bids
- Assist the CITY in evaluation of the bids received by providing a technical review of received bids and a letter of recommendation of award. The CONSULTANT shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however the CONSULTANT shall assist the CITY in making such a determination.

Task 5.2 Conformed Documents

The CONSULTANT shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period RFIs and addenda. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project. The CONSULTANT shall provide all CAD files after conformed documents are produced.

DELIVERABLES:

- Bid Award Recommendation Letter
- Conformed Drawings
- Conformed Specifications

MEETINGS:

- Pre-Bid Meeting
- Bid opening meeting

ASSUMPTIONS AND EXCLUSIONS:

1. Existing watermains within the project limits will be replaced in-kind (same size).
2. The new watermain will be installed crossing under the existing culvert on NW 68th Avenue (just south of NW 26th Street) via HDD.
3. It is understood that the existing culvert and canal on NW 68th Avenue (just south of NW 26th Street) belong to the City of Sunrise. No coordination or permitting is required with South Florida Water Management District.
4. It is assumed that the Arborist's services or report are not required.
5. The design (relocation or new) of other utilities (wastewater, electric, and/or telecommunications) is not included within this scope of work unless in conflict with proposed work.
6. Evaluation of alternative corridors for proposed pipeline alignment outside of project boundary limits, is not included in this scope of work.
7. Hydraulic modeling of existing or proposed watermain distribution system is not is included in this scope of work.
8. Landscape Architecture services are not included in this scope of work.
9. Public outreach service is not included in this scope of work
10. All permit fees will be paid by the City.
11. It assumed all drawings will be developed using AutoCAD software.
12. It is assumed technical bid analysis for construction will be developed for the two lowest bidders.
13. Bidding services do not include services for any bid protests.
14. Third party litigation services or expert witness services are not included.
15. Construction Administration, including engineering services during construction, inspections, support, observations, and As-built drawings, are not included in this scope of work.
16. CITY will provide available information for the project area, including as-built drawings, atlas maps, and other pertinent information. CONSULTANT will rely on the accuracy of the information provided, but will field verify information where practical.
17. There are no known hazardous materials (except the existing AC water mains) or waste contaminated areas, wetlands, endangered species, or other environmentally sensitive flora or fauna which may require additional efforts during design, permitting, or bidding. It is assumed that none of the work areas contain hazardous materials that will require special mitigation.
18. Environmental/Ecological Services (including but not limited to Threatened and Endangered Species Survey, Unified Method for Assessment of Mitigation, Wetland Impact Justification Report, etc.) is not included in this scope of work.
19. Archaeological Services is not included in this scope of work.

20. Design and permitting of any off-site improvements not specifically included herein is not included in this scope of work.

21. Meetings, permit submittals, and all interactions with jurisdictional agencies will be conducted electronically.

22. The Opinions of probable construction costs (OPCC) prepared, for the purposes of setting project budget, and/or funding, represent our best judgment as a design professional familiar with the Construction industry. Unless and to the extent otherwise indicated by the ENGINEER, such opinions or evaluations are based on upon current market rates for labor, material and equipment. The estimators have no control over the costs of said labor, materials, or equipment, construction contractor's methods of determining bid prices, competitive bidding environments, unidentified field conditions, market conditions, hyper-inflationary or deflationary price cycles, or any other factors that may affect the OPCC, the project budget or negotiating conditions at the time of project execution. The OPCC is a "snapshot" in time and that the reliability of the OPCC will degrade over time. Accordingly, the ENGINEER does not warrant or represent that construction bids or negotiated prices will not vary from the good faith OPCC.

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-22-001-ST

EAST SUNRISE WATERMAIN IMPROVEMENTS PHASE II

PROJECT SCHEDULE

Task No.	Task Description	Task Completion Duration (days)	Task Completion Following Notice to Proceed (days)
1	Project Management	0	550
2.1	Survey Topographic Survey	80	80
2.2	Geotechnical Investigation	60	80
3.1.1-3.1.2	30% Design Documents[3]	35	115
3.1.3	30% Design Documents Internal Review	15	130
2.1	Subsurface Utility Exploration (SUE)	25	155
3.2.1-3.2.2	90% Design Documents Submittal	130	285
3.2.3	90% Design Documents Internal Review	15	300
3.2.4	90% Design CDD Submittal[3]	15	315
4	Permitting[1]	120	435
3.3.1-3.3.2	100% Design Documents[3]	25	460
5	Bidding[2]	90	550

Notes:

1. 120 days have been assumed to obtain dry run approval from the City for Sunrise CDD Department
2. 90 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.8.3 of this Project Agreement