CITY CLERK
CITY OF SUNRISE
2023 SEP 27 AM 10:17

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA 23-027-HS

SAWGRASS WWTP BIOSOLIDS ODOR CONTROL IMPROVEMENTS DESIGN, PERMITTING AND BIDDING

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 THIRTY PERCENT DESIGN DOCUMENTS – NOT USED

2.4 SIXTY PERCENT DESIGN DOCUMENTS

2.4.1 Based on the "Sawgrass WWTP Odor Control & Sludge Holding Tank Improvements Basis of Design Report" dated September 15, 2022 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, 60% design documents consisting of drawings and other documents to fix and describe the size and character of the Project as to civil, structural, mechanical and electrical systems; materials and such other elements as may be appropriate

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

2.5 NINETY PERCENT DESIGN DOCUMENTS

2.5.1 Based on the 60% 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, structural, mechanical and electrical systems; 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 Based on the 90% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, 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 continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.

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

2.6.4 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.

2.6.5 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 2.6.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.4.

2.6.6 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 specified by the City.

2.6.7 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.

2.6.8 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 ADMINISTRATION OF CONSTRUCTION - NOT USED

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.1 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

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

2.8.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such

documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.

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

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

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review of submissions and for approvals of authorities have jurisdiction over the Project. The City shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) days, the Consultant shall also suspend Construction Administration Services upon request of City. Any time spent on the Project at the request of the City or on the City's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement are based, shall be extended to include the period of construction suspension. This schedule, when approved by the City, shall not, except for cause, be exceeded by the Consultant. In the event the City rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the City and to which the City makes no objection shall be a condition precedent for any payment to the Consultant.

2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.

2.9.3 Liquidated Damages: 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: Task 2.4 90% Submittal to CDD Building..... $100/day

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
Joe Rohrbacher, PE	Technical Expert
Jean Paul Silva, PE	Technical Expert
Ryan McKenna, PE	Principal Professional
Eric Stanley, PE	Principal Professional
Anthony Niemiec, Jr., PE	Senior Professional
Alfredo Jimenez	Professional
Jose Cano, PE	Professional
Kyle Ringger, PE	Professional
Zack Farmer, EI	Assistant Professional
Casey Andersen, EI	Assistant Professional
Elisandro Escoto	Senior Designer

NAME	FUNCTION
Teresa McNally	Senior Administrator

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 $398,605.00 exclusive of authorized Reimbursable Expenses ($398,855.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

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

Task 1.1 Project Meetings and Site Visits	$14,848	3.7%
Task 2.1 60% Design Documents	$202,934	50.9%
Task 2.2 90% Design Documents	$105,077	26.4%
Task 2.3 100% Design Documents	$37,202	9.3%
Task 2.4 Permitting Services	$27,741	7.0%
Task 3.0 Bidding Services	$10,803	2.7%

5.3 Additional services of the Consultant as described in Section 2.8, if any, shall be compensated as follows:

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

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

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

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

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

6.2 REIMBURSABLE EXPENSES

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

Not to exceed $250 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.

[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

26 day of Sept, 2023.

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: PAC

CONSULTANT

HAZEN AND SAWYER, P.C.

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

TITLE: Vice President

11TH day of September, 2023.

AUTHENTICATE:

_____
Senior Vice President

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



WITNESSES:

_____ Zackfarmer

_____ Mary Perez

Authorized City Representative's Initials: FP

Authorized Consultant Representative's Initials: PAC

EXHIBIT "1"

SCOPE OF SERVICES

BACKGROUND

The City owns, operates, and maintains the Sawgrass Wastewater Treatment Plant (WWTP) with a permitted capacity of 20 million gallons per day (mgd) on an annual average daily flow (AADF) basis, and 21.8 mgd on a three-month average daily flow (TMADF) basis. The WWTP has existing odor control facilities in the biosolids process area which are comprised of two major parts: a two-stage chemical scrubber, and a proprietary chemical dosing system which mitigates odors in the dewatered sludge prior to hauling.

The two-stage chemical scrubber treats odors from two of the four existing sludge holding tanks. The chemical scrubber is rated for approximately 7,500 cubic feet per minute. Currently, only one of the two stages of the chemical scrubber is in service and some of the equipment has reached the end of its useful life.

The chemical dosing system injects a proprietary oxidant, VX-456, into the feed sludge to the dewatering centrifuges. VX-456 is a mixed oxidant solution designed to react rapidly with sulfides and other odor-causing compounds for a period of up to 72 hours. This system was installed with the dewatering centrifuges in 2012.

On September 15, 2022, Hazen completed a Biosolids Odor Control System & Sludge Holding Tank Improvements Basis of Design Report (BODR). Hazen evaluated several odor control alternatives and sludge holding tank covers and aeration systems. Following completion of the BODR, the City requested Hazen to prepare a scope of services to implement the recommendations described in the BODR, dated September 15, 2022. The BODR recommendations are briefly described below:

Vapor Phase Odor Control System

- Provide a dry media adsorption (activated carbon) odor control system design for treating foul air from the four (4) existing thickened sludge holding tanks.

Liquid Phase Odor Control Cover System

- Provide canopy design for the existing liquid phase treatment, chemical storage tanks, metering pumps, instrumentation equipment and control panels.

Sludge Holding Tank Area

- Demolish existing mixing system and provide design for conversion to coarse bubble wide band diffusers for four (4) existing sludge holding tanks.
- Demolish existing tank cover for two (2) sludge holding tanks. Provide Hallsten Corporation flat tank covers for four (4) existing sludge holding tanks.

Truck Loading/Storage Area

- Provide odor control facilities for dewatered sludge cake within sludge hauling trucks at the outdoor truck storage area. These facilities are anticipated to include a spray-applied gel system and access platform for application of product to the sludge surface within the trucks.

TASK 1.0 DESIGN SERVICES

1.1 Project Meetings

The Consultant will conduct the below listed meetings:

- Kick-off Meeting
- 60% Design Review Meeting
- 90% Design Review Meeting

Meeting agendas and minutes will be submitted to the City in electronic format.

1.1.1 Site Visits

- Identify potential conflicts with the proposed facilities.
- Identify areas including temporary construction access, site footprint, staging area and lay down.
- Identify permanent electrical power sources for proposed equipment
- Identify instrumentation and control panel locations for proposed equipment

TASK 2.0 DESIGN DOCUMENTS

2.1 60% DESIGN DOCUMENTS

60% design documents will be prepared based on the document *Sawgrass WWTP Odor Control and Sludge Holding Tank Improvements Basis of Design Report* dated September 15, 2022. Refer to Exhibit 2 for project schedule. The 60% design documents shall include drawings that describe the overall project:

General Design. General design includes index of drawings, location and vicinity maps, design data, process flow diagrams, general conditions, and site restoration. Site restoration is limited to showing existing site conditions for sod and asphalt restoration only.

Civil Design. – Not Used

Structural Design. – Includes demolition to existing sludge holding tank covers, pipe supports, concrete slabs, concrete supports and equipment pads. Design will include sludge holding tank covers, odor control slab, odor control piping supports, concrete supports, equipment pads and canopy system for proposed odor control system equipment and VX-456 chemical system. Details for a rolling stairs and access platform will be provided for application of the spray applied gel system.

Mechanical Design. – Includes design of odor control and foul air piping improvements. Design of sludge holding tanks aeration system improvements. Design of proposed aeration piping supports. It is anticipated that the proposed foul air piping will be supported above grade. Existing foul air piping will be demolished and replaced accordingly. Contract documents shall include construction sequencing of the work described herein.

Electrical Design. – Includes conduit and wire for powering aeration system instruments and odor control equipment from electrical room to odor control pad. Existing equipment in the electrical room are assumed to be adequate for new odor control equipment.

Instrumentation and Control Design. – Includes chemical and airflow monitoring instrumentation as well as modifications to SCADA for incorporation of instruments and Odor Control System operating status.

Other Disciplines Not Included. This project only includes the design services described above and does not include design services for other disciplines.

The Consultant shall update the previously prepared BODR opinion of probable construction cost (OPCC).

The Consultant shall prepare and deliver a draft specification table of contents, Division 1 and mechanical specifications.

2.2 90% DESIGN DOCUMENTS

90% Design Submittal: The Consultant will incorporate agreed upon comments from the 60% design review meeting into the 90% design documents.

The Consultant shall update the previously prepared 60% design OPCC.

The Consultant shall prepare 90% drawings and a complete set of specifications.

2.3 100% DESIGN DOCUMENTS

100% Design Submittal: The Consultant will incorporate agreed upon comments from the 90% design review meeting into the 100% design bid documents inclusive of specifications and drawings

The Consultant shall update the previously prepared 90% design OPCC.

2.4 PERMITTING

The Consultant shall prepare the permit packages and obtain applicable signatures once the 90% submittal has been reviewed and approved by the City's Utilities Department. Consultant shall submit the permit packages to the respective permitting agencies (once 90% drawings are approved by the Utilities Department) and obtain permit approvals from each agency. The City shall be responsible for paying all permit fees. It is anticipated that permits will be required from the following agencies:

- City of Sunrise Community Development Department – Building
- Florida Department of Environmental Protection
- Broward County Resilient Environment Department

Development of the permit packages consists of the following information and activities:

- Submit updated drawings (signed and sealed by Professional Engineer or digital signed if CDD Building allows it).

- Provide required supplemental information to support permit requests.
- Complete permit applications to be signed and sealed by the design engineer.
- Incorporate revisions requested by the permitting agencies and re-submit the information (CDD Building includes a plan review to initiate the permitting process for receipt of initial comments from the Building Department prior to bidding).

TASK 3.0 BIDDING SERVICES

3.1 BIDDING

Solicitation of Bids. The Consultant shall prepare bid specifications and packages as directed by the CITY Purchasing Department. Consultant shall meet with City Purchasing Division to review bid documents. Consultant shall provide a final copy of the complete bid package in digital format to the City for distribution to prospective bidders. Consultant shall attend a pre-bid conference and project site visit.

Addenda. The Consultant shall prepare for City approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The Consultant shall provide the City with a digital copy of addenda for distribution to prospective bidders. The Consultant shall coordinate with the City during the bidding process and be available to assist the City in addressing bidders' questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the City.

Evaluation of Contractors and Suppliers. The Consultant will 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 will not be responsible for performing any investigations or reference checks regarding bidders, nor will 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.

Bid Opening. The City shall prepare appropriate bid tabulation sheets. The Consultant shall assist the City in evaluating bids or proposals as described above. Consultant will provide a recommendation for award of the contract based upon a bid tabulation of the apparent lowest bidder.

Preparation of Conformed Documents for Contract Execution and Construction: 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 for Contract execution and use during construction of the project.

EXHIBIT "1"

PROJECT 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. HVAC and Architectural modifications are not included. Landscaping and photometric plans are not included.
3. It is assumed the existing blower and electrical systems are adequate to support new odor control and sludge aeration system.
4. Assistance in the event of a bid protest is not included.
5. All permit/certification fees shall be paid by City.
6. Equipment capacity calculations for the biosolids facility or blower facility are not included as part of this Contract.
7. Impervious areas are not anticipated to increase for the proposed design; therefore, modifications to the stormwater management license is not required. No stormwater improvements are included as part of this work.
8. All project submittals will be provided electronically.
9. Project meetings with the City Utilities Department will be held in person.
10. A survey is not anticipated to be needed for this work. Elevations of structures, slabs and grade will be utilized from record drawings.
11. Geotechnical information from the Sawgrass WWTP Biosolids project will be utilized if needed.
12. Plans will be submitted to the Building Department to initiate the permitting process for receipt of initial comments prior to bidding. Bid documents will include necessary changes to address design-related comments.
13. Submission and receipt of plan approval from CDD Engineering is not included.
14. If required, the City will prepare all electronic documents in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format).
15. Investigation, study, and/or analysis of any proposed substitutions of materials or equipment are not included.
16. City will perform reference checks of lowest apparent bidder.

EXHIBIT "2"

PROJECT SCHEDULE

Task/Description	Task Completion Duration In Days	Task Completion In Days Following Notice to Proceed
Task 1 Design Services	-	-
Task 1.1 Project Meetings	-	-
Task 2 Design Documents	-	-
Task 2.1 60% Design Documents/ OPCC	84	84
City Utilities Internal Review Period (60%)	28	112
Task 2.2 90% Design Documents/ OPCC	56	168
City Utilities Internal Review Period (90%)	28	196
Task 2.4 Permitting Services	-	-
90% Submittal to CDD Building[1]	14	210
Permitting Review	84	294
Task 2.3 100% Design Documents/ OPCC	28	322
City Utilities Internal Review Period (100%)	28	350
Task 3 Bidding Service	112	462

[1]Denotes project milestone item per Section 2.9.3 of this Project Agreement.