PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BCC Engineering, LLC

For

Project Agreement No. PA-25-017-BE

OSPREY SOUTH WATER DISTRIBUTION AND SERVICE LINE REPLACEMENTS

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") BCC Engineering, LLC ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7, 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 7, 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 Based on the proposed scope of work, schedule, or Project budget authorized by the City, the Consultant shall prepare and submit to the City for its review, 30% design documents consisting of schematic drawings and other documents to fix and describe the size and character of the Project as to civil design, materials and such other elements as may be appropriate.

2.3.5 The Consultant shall prepare an estimate of probable construction costs.

2.4 SIXTY PERCENT DESIGN DOCUMENTS

2.4.1 Upon the City's authorization, the Consultant shall prepare and submit to the City for its review, 60% design documents consisting of drawings, technical specifications, and other documents to fix and describe the size and character of the Project as to civil design, materials and such other elements as may be appropriate.

2.4.2 The Consultant shall prepare an updated estimate of probable construction costs.

2.5 NINETY PERCENT DESIGN DOCUMENTS **(NOT USED)**

2.6 ONE HUNDRED PERCENT DESIGN 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 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 assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project. This can begin when the design documents are approximately 90% complete.

2.6.5 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.

2.6.6 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 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.6.7 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.

2.6.8 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.

2.6.9 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 2.3 through 2.7, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

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

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

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

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

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

2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the City's review

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

2.9.2 Upon receipt of the Notice to Proceed and the fully executed Purchase Order, the Consultant shall commence services to the City on the Notice to Proceed 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: Project Task # 5– 60% Design Documents $100

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, and not unreasonably withheld. 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 2.8.4, 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.

2.10 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
Victor Herrera, PE	Company Officer
Carlos Morales	Senior Principal Professional
Roberto Lamazares, PE	Senior Principal Professional
Jean Rodriguez, PE	Supervising Professional
Dory Torres	Assistant Professional
Ricardo Pareja	Assistant Professional
Javier Mantilla	Designer
Iosvany Recio Villa	Designer
Gladys Angulo de Mabo	Designer

So long as the individuals named above remain actively employed or retained by the Consultant, they shall perform the functions indicated next to their names. Furthermore, the City reserves the right to reject any proposed substitution for any of the above-named individuals, and the City shall have the further right to require that any individual assigned to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 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 a lump sum fee of **$310,040.48** 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 phases set forth in Section 5.2. Billings for each phase shall not exceed the amount allocated to each phase.

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 phases:

PHASE	DESCRIPTION	PERCENT OF TOTAL FEE	FEE
1	Data Collection	12.1	$37,375.20
2	Survey Services	17.2	$53,364.88
3	Geotechnical Engineering Services	1.5	$4,625.00
4	30% Construction Documents	18.4	$57,182.20
5	60% Construction Documents	23.4	$72,529.00
6	Permitting	9.9	$30,606.60
7	100% Construction Documents	15.6	$48,377.80
8	Limited Procurement Services	1.9	$5,979.80
	TOTAL	100.00	**$310,040.48**

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 (NOT USED)

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 3 years**, 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 BCC Engineering, LLC., signing by and through its Senior Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____day of_____, 2026.

AUTHENTICATION:

_____
Felicia M. Bravo
City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Thomas P. Moss
City Attorney

CONSULTANT

BCC Engineering, LLC.

By:_ Victor Herrera, P.E.
Senior Vice President

_____day of_____, 2026.

AUTHENTICATE:

_____
Secretary

_____
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____

EXHIBIT "1" PROJECT DESCRIPTION

The Project consists of the replacement of approximately 5,600 linear feet (LF) of 8" water main line and 95 water service lines within the Osprey South residential community as well as milling and resurfacing of the roads within the community and areas of work. The Osprey South water main connection to the Silver Palm Boulevard water main loop is included. Refer to Exhibit 3 for a location map.

SCOPE OF SERVICES

Data Collection Services & Coordination

TASK 1: DATA COLLECTION & COORDINATION

BCC Engineering, LLC (BCC) will prepare for and attend team meetings & programming meetings. Representation at recurring team meetings will be vested in the project manager, with the inclusion of team experts as deemed essential for specific disciplines.

BCC will review the existing GIS files, as-builts, topographic survey and geotechnical report provided by the City of Sunrise (City). BCC will perform a site visit to become familiar with the project area and any potential issues to be addressed during design and mitigated during construction. BCC will obtain as-built information for the project, obtaining a utility design ticket, and sending out utility request correspondence. The data obtained will be used to prepare an existing utilities file.

Following receipt of notice to proceed, BCC will prepare a project schedule with estimated durations for design, permitting, and procurement of the project. BCC staff will hold a project kickoff meeting with City staff and other project stakeholders as determined by the City. In coordination with the City, BCC will meet with regulatory agencies to conduct preliminary permitting coordination and to establish the project design parameters for regulatory approval. Two (2) meetings are anticipated for this purpose.

Deliverables:

- Project Schedule
- Meeting Minutes
- Utility Design Ticket
- City to provide available utility records and as-builts.

TASK 2: SURVEY SERVICES

Premiere Design Solutions, Inc. (PDS) will prepare and deliver a topographic survey within the right of way for the Project**.** Survey shall extend to limits of right of way on all roadways within the Project. Survey shall be referenced to the North American Vertical Datum of 1988 (NAVD88). The survey plans will present surface features inclusive of roadways, driveways, sidewalks, swales, pavement markings, signs, trees within right of way, surface utilities, storm, and sanitary sewer information with cross sections every 100 feet.

Deliverables:

- One (1) electronic copy of the preliminary survey in AutoCAD Civil 3D.
- One (1) electronic copy of signed and sealed survey in PDF format

Premiere Design Solutions, Inc. will perform up to fifteen (15) test holes at specific sites requested by BCC and approved by the City. A test hole summary report will be created providing coordinates, depth of cover, type, size, and material if applicable.

TASK 3: GEOTECHNICAL ENGINEERING SERVICES

Professional Service Industries, Inc. (PSI) will prepare and deliver a geotechnical report including six (6) pavement cores and six (6) standard penetration test (SPT) borings to a depth of approximately 6 feet below the existing grade.

Deliverables:

- Geotechnical report in PDF format.
- One (1) electronic copy of signed and sealed geotechnical report in PDF format

Civil Engineering Design Services

TASK 4: 30% CONSTRUCTION DOCUMENTS

BCC will use the data collected as part of Tasks 1-3 to produce 30% construction plans for the Project within the Osprey South community, the linear footage for existing water mains to be replaced is estimated to be +/- 5,600 LF; the number of water meters within this community is estimated to be +/- 95 residential homes. All water meter boxes 10 years and older will be replaced. The Construction Plans will be developed using Broward County Parcel GIS Maps along with aerial imagery and the City of Sunrise Utility GIS data in addition to the topographic survey data.

BCC staff will prepare a preliminary Engineer's Opinion of Probable Construction Cost using Association for the Advancement of Cost Engineering (AACE) guidelines for a Class IV Cost Estimate. BCC staff will meet with City staff to review and discuss the 30% plans and gather the comments. It is anticipated that City staff will provide comments to BCC within 120 calendar days following submittal of the 30% plans. One meeting with City staff is anticipated to review their comments.

Deliverables:

- One (1) set of electronically signed & sealed 30% Design Plans in PDF format.
- One (1) electronic copy of the initial Opinion of Probable Cost in PDF format.

TASK 5: 60% CONSTRUCTION DOCUMENTS

As part of this task, BCC will advance the Preliminary Designs Plans prepared under Task 4 to 60% Design Documents based on the comments received by the City on the 30% Design Documents. The drawings will present proposed improvements to utilities, including water main and services, site paving, signage and pavement markings. The Construction Plans will be developed using Broward County Parcel GIS Maps along with aerial imagery and the City of Sunrise Utility GIS data in addition to the topographic survey data.

BCC staff will prepare a preliminary Engineer's Opinion of Probable Construction cost using AACE guidelines for a Class III Cost Estimate. BCC will begin the preparation of the Technical Specifications package for this project at this stage. BCC staff will meet with City staff to review and discuss the 60% plans and gather the comments. It is anticipated that City staff will provide comments to BCC within 90 calendar days following submittal of the 60% plans. One meeting with City staff is anticipated to review their comments.

Deliverables:

- One (1) sets electronically signed & sealed plans in PDF format.
- One (1) electronic copy of the Opinion of Probable Cost in PDF format.

- One (1) electronic copy of the outline of specifications required for the Project.
- One (1) comment disposition memo provided in PDF format

TASK 6: PERMITTING

As part of this task, BCC will prepare a Permit Package based on the comments received on the 60% Design Plans prepared under Task 5. The Permit Package will include the revised 60% Design Documents and the signed permit agencies applications.

BCC staff will attend permit coordination meetings and prepare permit applications, including required attachments such as reports and signed and sealed drawings, to obtain permits from the following agencies:

- City of Sunrise Community Development Department (CDD)
- Broward County Traffic Engineering Division (BCTED)
- Florida Department of Environmental Protection Broward County (FDEP)

BCC will respond to requests for additional information as applicable from the above listed jurisdictional agencies. Up to four (4) meetings with the applicable regulatory agencies are budgeted under this Phase. The City of Sunrise will be responsible for paying regulatory review and/or permit fees, recording fees and processing fees as applicable.

The contractor selected by the City will process any required right-of-way permits, dewatering permits, and National Pollutant Discharge Elimination System Notice of Intent permit. These permits are not included in the above scope of services.

Deliverables:

- Permit Tracking Log
- Approved Permits

TASK 7: 100% CONSTRUCTION DOCUMENTS

As part of this task, BCC will prepare the 100% Design Documents based on the comments received by the Permit Agencies under Task 6.

BCC will prepare an Engineer's Opinion of Probable Construction cost using AACE guidelines for a Class II Cost Estimate. BCC staff will meet with City staff to review and discuss the 100% plans and gather their comments. It is anticipated that City staff will provide comments to BCC within 60 calendar days following submittal of the 100% plans. One meeting with City staff is anticipated to review their comments. A comment disposition memo will be prepared and submitted to the City summarizing the status of each comment received. Once the City's comments have been addressed the sets will be prepared for submittal to CDD and the appropriate regulatory agencies.

Deliverables

- One (1) electronically signed and sealed set of plans in PDF format. The plans will include the following sheets:
    - G- Cover
    - G- Index
    - G- Legend
    - G- General Notes
    - G- Stormwater Pollution Prevention Notes
    - G- Stormwater Pollution Prevention Plan
    - G- Stormwater Pollution Prevention Details
    - G-Test Hole Plan
    - WM- Water Main Key Map

- WM- Water Main Plans
- WM- Details
- PM- Pavement Restoration Plan
- PM- Pavement Marking & Signage Plan
- PM- Pavement Marking Details
- PM- Paving Details

- One (1) electronic copy of the Opinion of Probable Cost in PDF format.
- One (1) Set of Technical Specifications in PDF format.
- One (1) comment disposition memo provided in PDF format

Post Design Services

TASK 8: LIMITED PROCUREMENT SERVICES

As part of the services, BCC will provide bidding services in support of the City of Sunrise bidding process. BCC will provide bid support services to the City during the procurement process. BCC will attend the pre-bid meeting, review, and respond to Requests For Information (RFI) from prospective contractors received by the City and assist the City in evaluating the submitted bids including the bid price and proposed materials/items quantities, schedule of values, and construction schedule. The City will prepare the bid document and BCC will prepare special provisions.

Deliverables

- One (1) Electronic Copy of the Bid package (including Plans, Specifications, Final OPC, and Bid Summary Sheet)
- Attend one (1) pre-bid meeting
- One (1) Electronic Copy of Responses to RFI's in native format and PDF
- One (1) Electronic Copy of Bid Evaluation Memorandum & Recommendation for Award

ASSUMPTIONS AND EXCLUSIONS

1. In the event that any permit or application fees are required, the City shall provide those fees, along with the signatures of appropriate City representatives on the application forms.
2. Internal assessments of existing pipes via closed-circuit television (CCTV) is not included in this scope of services.
3. City will provide design document standards for use in preparing construction documents.
4. Landscape Architectural, arborist and/or tree permitting services is not included.
5. Relocation of, or modification to, water, sewer, drainage and other utilities not specifically mentioned in this scope of services, or outside of the project limits, are not included. If a utility conflict is discovered during the course of this project, design for relocation of utilities, if necessary, will be considered additional services.
6. Existing pavement markings impacted during construction shall be replaced, in accordance with Broward County Traffic Engineering Division (BCTED) requirements.
7. The above scope of services considers no changes to the existing grade line of the existing right-of-way will be necessary. Only restoration of the existing pavement impacted by the proposed improvements and right-of-way areas will be proposed.
8. Attendance to and preparation for public hearings, meetings, or site visits other than those listed above are not included in this proposal.
9. Client will pay regulatory fees related to plan review, permit issuance, re-work, printing and time extensions out of BCC's control.
10. Construction support services and construction closeout certifications are not included in this scope.

11. Dewatering design, calculations and permitting are not considered in the above scope of services. Dewatering for this project is not anticipated during the time this proposal was generated.
12. City standards shall be used for review and used in developing the project special provisions. No revisions to the standard specifications will be conducted under this project.
13. Applicable City design guidelines and requirements are to be implemented in the project design.
14. Available existing as-builts, utility locate information, and existing records for the subject project area will be used in the preparation of the proposed improvements.

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EXHIBIT "2"

PROJECT SCHEDULE

TASK	DESCRIPTION	DURATION (IN WEEKS)
1	Data Collection	6
2	Survey Services	10
3	Geotechnical Engineering Services	4
4	30% Construction Documents	30
5	60% Construction Documents	24
6	Permitting	14
7	100% Construction Documents	19
8	Limited Procurement Services	8

EXHIBIT "3"

LOCATION MAP



Authorized City Representative's Initials: _____ Authorized Consultant Representative's Initials: _____