

CITY CLERK  
CITY OF SUNRISE  
2022 DEC 29 AM 9:43

**PROJECT AGREEMENT**

**Between**

**THE CITY OF SUNRISE**

**And**

**STANTEC CONSULTING SERVICES INC.**

**For**

**Project Agreement Number: PA-23-003-SC**

**LIFT STATIONS 128 AND 210 REHABILITATION**

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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 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 (NOT USED)

2.4 SIXTY PERCENT DESIGN DOCUMENTS (NOT USED)

2.5 NINETY PERCENT DESIGN DOCUMENTS (NOT USED)

2.6 ONE HUNDRED PERCENT DOCUMENTS (NOT USED)

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2.7 ADMINISTRATION OF CONSTRUCTION

2.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.7.2 through 2.7.13. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.7.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.7.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that the City or the Consultant may require from the Contractor. The purpose of such review and examination will be to protect the City from an unbalanced Schedule of Values that allocates greater value to certain elements of the work than is indicated by the supporting documentation or data or, than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the City directs the Consultant to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the Consultant shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract Price to the Contractor. The Consultant shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the City.

2.7.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Construction Contract. In making such observations, the Consultant shall exercise care to protect the City from defects or deficiencies in the work from unexcused delays in the schedule and from overpayment to the Contractor. Following each such site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.7.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.7.4, evaluations of the Contractor's rate of

progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

- 2.7.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.7.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, ~~the Contractor is entitled to payment of the amount certified; however, the issuance of a~~ Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.
- 2.7.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Consultant shall render written or graphic interpretations necessary for the proper execution or progress of the work with reasonable promptness on request of the Contractor.
- 2.7.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.
- 2.7.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the City that such submittal is in conformance with the Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.
- 2.7.10 The Consultant shall review, and advise the City, concerning proposals and requests for Change Orders from the Contractor. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.
- 2.7.11 The Consultant shall conduct a start-up pump station test and site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.

2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.7.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

2.7.14 During construction, the Consultant shall 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.

## 2.8 ADDITIONAL SERVICES

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

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

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

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

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

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

## 2.9 SERVICE SCHEDULE

2.9.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the

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

- 2.9.2 Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the Consultant shall commence services to the City on the Commencement Date, and shall continuously perform services to the City, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as EXHIBIT "2." The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, which ever shall last occur, shall constitute the Contract Time.
- 2.9.3 Liquidated Damages – (NOT USED)
- 2.9.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.
- 2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional

compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

## 2.10 PERSONNEL

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

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<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager
Sean Compel, PE	Project Manager
Marlon Medina, PE	Project Manager
Riccardo Versace	Staff Engineer
Fernando Vargas	Field Representative
Samir Vadhwakar	Sr. CAD Technician
Craig Kaltenbach	Structural Engineer
Bradley Buchanan	Electrical Engineer
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 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 \$231,275.00 exclusive of authorized Reimbursable Expenses (\$234,275.00 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Section 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:

Project Management.....	\$28,135.80	12.2%
Pre-construction Support.....	\$4,709.60	2.0%
Construction Meetings.....	\$17,104.20	7.4%
Interpretations & Clarifications.....	\$11,634.80	5.0%
Requests for Information.....	\$12,539.60	5.4%
Shop Drawings & Submittals.....	\$13,920.00	6.0%

Request for Proposals.....	\$7,847.40	3.4%
Change Orders.....	\$6,507.60	2.8%
Approval of Request for Payment.....	\$5,428.80	2.3%
Project Administration & Closeout.....	\$13,531.40	5.9%
Substantial & Final Completions.....	\$8,444.80	3.7%
As-builts & Record Drawings.....	\$6,681.60	2.9%
Resident Project Representative.....	\$89,627.40	38.8%
Specialty Site Visits.....	\$5,162.00	2.2%

- 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 \$3,000 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 **1,095 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.

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## **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 Stantec Consulting Services Inc., signing by and through its Vice President, duly authorized to execute same.

CITY

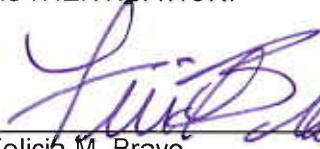
CITY OF SUNRISE, FLORIDA

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By:   
Mayor Michael J. Ryan

29 day of DEC, 2022.

AUTHENTICATION:

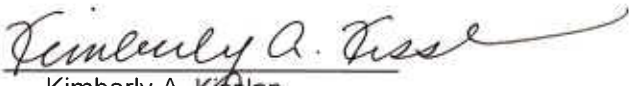


Felicia M. Bravo,  
City Clerk

(SEAL)



Approved as to form for the City:

By:   
Kimberly A. Kisslan  
City Attorney

**CONSULTANT**

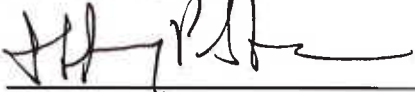
STANTEC CONSULTING SERVICES INC.

BY:   
Terrance Glunt, Client Manager

TITLE: Senior Principal

8<sup>th</sup> day of DECEMBER, 2022.

AUTHENTICATE:



Asst) Secretary / Managing Counsel

JEFFREY P. STONE

Please type name

(CORPORATE SEAL)



WITNESSES:

Natalie M Pini



## EXHIBIT "1"

### SCOPE OF SERVICES

#### **BACKGROUND**

The CITY has requested Consultant provide Engineering Services during Construction of Lift Stations 210 and 128. These lift stations are scheduled to be rehabilitated as part of the City's ongoing sewer collection system rehabilitation and replacement efforts. These stations are currently a wet pit/dry pit configuration that are nearing the end of their useful lives and present significant maintenance challenges for City staff. The City has indicated that the stations require staff to enter tight, deep, confined spaces for maintenance purposes, and have significant site access issues due to the layout and location of the stations. Due to these issues, the City has decided that reconfiguring the existing wet wells to accommodate new submersible pumping equipment is required.

All components shall be constructed in accordance, with all applicable agencies including the City Utility Department's lift station standard specifications and details as designed and permitted.

This Project Agreement (PA) will provide engineering services during the construction phase of Lift stations 210 and 128. Services include engineering services during the construction and testing of the lift stations, as well as field oversight during key phases associated with the construction activities. This PA includes but not limited to responding to Request for Information (RFI), review of as-built drawings, preparation of record drawings, field observation and acceptance of start-ups, closeout services, permit close-outs, and FDEP certification.

## **TASK 1.0 – PROJECT MANAGEMENT**

### **Task 1.1 – Project Management**

The Consultant will be responsible for overall coordination and management of the project through its assigned Project Manager. The Consultant will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Schedule Table. The Consultant will ensure completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating QA/QC reviews of project efforts and identifying and communicating to the City issues that arise, which may impact project progress. This task includes the coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. The Consultant will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, project issues requiring discussion or resolution, and number of field observation hours incurred during construction activities.

## **TASK 2.0 – ENGINEERING SERVICES DURING CONSTRUCTION (ESDC)**

### **Task 2.1 - Pre-Construction Support**

The Consultant shall schedule and attend a Project Kickoff Meeting and a Pre-Construction meeting, which shall include the Consultant, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the Consultant or the CITY.

### **Task 2.2 - Construction Meetings**

During construction, the Consultant shall attend meetings with the CITY, the Contractor, and others, bi-weekly during active construction period, including specialty meetings with outside entities and agencies, and final / project close-out meetings, per lift station, to review the progress of the Project and final close-out documents. The Consultant shall prepare, distribute, and maintain detailed minutes of the meetings under this task.

### **Task 2.3 - Interpretations and Clarifications**

At any time during the Construction phase, the Consultant shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The Consultant shall prepare and issue any necessary interpretations and clarifications of the Contract Documents. The Consultant will require approval from the CITY, if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the Consultant shall prepare work directives and proposed Change Orders under Task 2.7.

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

**Task 2.4 - Requests for Information (RFIs)**

The Consultant will review and respond to requests for information (RFIs) as provided by the Contractor, through Substantial Completion. Responses will be provided within a maximum of fourteen (14) calendar days from receipt of RFIs. The Consultant will maintain the official log of RFIs received from the Contractor, which will be made available to the CITY for informational purposes on a monthly basis.

**Task 2.5 - Shop Drawings and Submittals**

The Consultant will review, and process, or take other necessary action upon review of the Contractor's Shop Drawings, product data, samples, and other submittals. Review and stamp by the Consultant of the Contractor's submittal shall constitute the Consultant's representation to the CITY that such submittal is in conformance with the Contract for Construction. Such action shall be taken with reasonable promptness.

**Task 2.6 - Request for Proposals**

The Consultant will prepare Requests for Proposals (RFPs) during construction. These will include preparation of technical package including drawings, specifications, quantities, opinion of probable cost of construction to be included with RFP and review of technical submittals associated with the RFP.

**Task 2.7 - Change Orders**

The Consultant shall review the proposals and request for Change Orders from the Contractor or CITY. The Consultant shall prepare Change Orders for the City's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time. This task will be performed up to Substantial Completion.

**Task 2.8 - Approval of Request for Payment**

The Consultant shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: observations of the Work as described above, evaluation of the Contractor's rate of progress in relation to the remaining Contract time, the Schedule of Values, review of partial and final releases of liens from the contractor's subcontractors and material suppliers and upon evaluation of the Contractor's Request for Payment, shall issue recommended approvals for Payment to the CITY of such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the Consultant to the CITY that the Consultant has made an observation of the Work as required in Task 2.12, and that the Work has progressed to the level indicated, that the quality of the Work meets the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment to the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment.

### **Task 2.9 - Project Administration & Closeout**

The Consultant shall provide the following administrative and project closeout services:

- Assistance in closing any financial or related transaction for the Project;
- Assistance in closing out permits with the following agencies: Broward County (Traffic, Health & Engineering), FDEP and City of Sunrise;
- Assistance in receiving and reviewing Project close-out documents from the contractor.

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### **Task 2.10 – Substantial and Final Completions**

The Consultant will conduct a start-up testing event with the CITY's Project Manager and the pump manufacturer, for each lift station. After start-up testing has been completed, accepted, and approved by all required agencies the Consultant will make recommendation to CITY to take the sewer system off the by-pass pumping, this will occur after a 14-day period of no issues with newly installed pumps.

The Consultant will conduct a substantial completion walk through for each lift station (LS 210 & 128) and provide a punch-list based on field observations of the completed work. A follow-up field visit will be performed for each lift station to ensure the punch-list items have been completed. The Consultant shall determine and recommend in writing to the CITY the date of Substantial Completion and the date of Final Completion of the Project. The Consultant's Field Personnel shall witness and verify all tests required by the Contract Documents as well as the installation and operation of equipment and systems by the Contractor.

### **Task 2.11 - As-builts & Record Drawings**

The Consultant will review and provide comments on the contractor provided as-builts (Electronic submittal from contractor). The Consultant will monitor the Contractor's performance in maintaining an up-to-date set of "As Built" drawings in CAD in accordance with the contract documents. The Consultant shall prepare Record Drawings based on furnished as-built drawings. Consultant will perform final certification of the project as required by the permitting entities.

### **Task 2.12 – Resident Project Representative (RPR)**

The Consultant will provide a part-time resident project representative for field observation services. The purpose of such field observations shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction.

The Consultant's RPR shall monitor, document, and observe the Work of the Contractor whenever or wherever appropriate including any final inspection required by the Contract Documents over a duration of 270 days (up to substantial completion). The purpose of such inspections shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. In making such inspections, the Consultant shall exercise care to protect the CITY from defects or deficiencies in the Work, form unexcused delays in the Schedule and from overpayment to the Contractor. Following each such inspection the Consultant shall submit a written report of such inspection, together with any appropriate comments or recommendations,

to the CITY. Furthermore, the Consultant shall require and review any and all tests required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the CITY the results thereof.

It is anticipated that the Consultant's RPR will be on-site part-time, each week, for an average of fourteen (14) hours per week from the Contractor's Notice to Proceed to Final Completion.

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Following each such observation the Consultant shall submit a written report of such observation (in electronic and hardcopy format), together with any appropriate comments or recommendations, to the CITY. The Consultant shall provide periodic photographs of the work and a copy of the observation reports in a project notebook to be delivered to the City on a monthly basis. Furthermore, the Consultant shall require and review all tests required by the Contract Documents and shall report in writing to the CITY the results thereof;

The RPR shall serve as the Consultant's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The RPR shall maintain detailed records related to tests and test results. The RPR shall maintain, and keep available, a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The RPR shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, activities observed when on-site, site visitors, decisions, observations in general, specific observations, manpower on the Project, and items as may be relevant to the progress and quality of the construction.

#### **Task 2.13 – Specialty Site Visits**

The Consultant will conduct periodic specialty site visits directed by the Engineer of Record (EOR). This includes a structural inspection of the existing wet well at LS 128 and LS 210.

#### **BASIS OF PROPOSAL:**

1. It is assumed that ESDC will be provided for a total of 480 calendar days. A 120-calendar day period for Pre-Construction requirements will be required from the Notice to Proceed to the Contractor to the Notice of Commencement; a 120-calendar day construction period (LS210); and a 150-calendar day construction period (LS128) from the Notice of Commencement to Substantial Completion, a 60 calendar day construction period from Substantial Completion to Final Completion for LS 210, and a 60 calendar day construction period from Substantial Completion to Final Completion for LS 128.
2. This Task Order excludes third party litigation services or expert witness services if required for any third-party request.

3. Contractor will perform all CAD work in AutoCAD related to the Record Drawings and Closeout Activities. It is assumed that Consultant will be regularly reviewing the Contractor's redlines in the field for accuracy and completeness.

**EXCLUSIONS:**

1. Fee does not include testing fees, permit fees, or permit closeout fees.
2. Review of a Maintenance of Traffic (MOT) Plan is included as part of this scope. A MOT will be provided by the Contractor for approval by the required entities within the project limits.
3. This scope does not include field inspections or engineering efforts during night times or on the weekends.
4. This scope does not include any review or analysis of a legal claim.
5. No special Mechanical inspections are anticipated for factory testing, pump testing, motor testing and fabrication inspections.

**EXHIBIT "2"**

**PROJECT SCHEDULE**

The following project milestones are anticipated based on the durations established in the contract documents.

<b><u>Task</u></b>	<b><u>Description</u></b>	<b><u>Duration (Calendar days)</u></b>
<b>1.0</b>	<b>Project Management</b>	<b>660</b>
<b>2.0</b>	<b>ESDC</b>	<b>480</b>