

CITY CLERK  
CITY OF SUNRISE  
2023 OCT 11 PM 1:04

SUNRISE, FLORIDA

RESOLUTION NO. 21-47-23-B

**A RESOLUTION OF THE CITY OF SUNRISE, FLORIDA, APPROVING THE “PROJECT AGREEMENT BETWEEN THE CITY OF SUNRISE AND STANTEC CONSULTING SERVICES INC. FOR PROJECT AGREEMENT NO: PA-23-029-SC LIFT STATIONS (308, 310, 405, AND 408) IMPROVEMENTS;” AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the City’s Lift Station Nos. 308, 310, 405 and 408 require rehabilitation as part of the City’s ongoing efforts to review and replace aging assets within the utility system; and

WHEREAS, on May 7, 2021, the City entered into a Continuing Services Agreement with Stantec Consulting Services Inc. for Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects Consulting Services; and

WHEREAS, the City has developed a Project Agreement with Stantec Consulting Services Inc. for construction management services for this project; and

WHEREAS, Stantec Consulting Services Inc. has provided the City a proposal for these services which is fair, reasonable and within industry standards for this type and scope of work.

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

Section 1. The “Project Agreement between the City of Sunrise and Stantec Consulting Services Inc. for Project Agreement No: PA-23-029-SC Lift Stations (308, 310, 405, and 408) Improvements” (Project Agreement) is hereby approved. A copy of the Project Agreement is attached hereto and made a part of this Resolution as Exhibit A.

Section 2. The Mayor is hereby authorized to execute the Project Agreement.

Section 3. The City Manager is hereby authorized to extend the Project Agreement in accordance with the terms of the approved Project Agreement.

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

PASSED AND ADOPTED THIS 26TH DAY OF SEPTEMBER, 2023.



\_\_\_\_\_  
Mayor Michael J. Ryan

Authentication:


  
\_\_\_\_\_  
Felicia M. Bravo  
City Clerk



MOTION:           KERCH  
SECOND:           SCUOTTO

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

Approved by the City Attorney  
as to Form and Legal Sufficiency.

  
\_\_\_\_\_  
Kimberly A. Kisslan

CITY CLERK  
CITY OF SUNRISE

2023 OCT 11 PM 1:04

**PROJECT AGREEMENT**

Between

**THE CITY OF SUNRISE**

And

**STANTEC CONSULTING SERVICES INC.**

For

**PROJECT AGREEMENT NO.: PA-23-029-SC**

**LIFT STATIONS (308, 310 405, AND 408) IMPROVEMENTS**

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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.

Authorized City Representative's Initials: SL

1

Authorized Consultant Representative's Initials: B

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

2.3 THIRTY PERCENT DESIGN DOCUMENTS

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

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

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

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

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

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

2.4 SIXTY PERCENT DESIGN DOCUMENTS – Not Used

2.5 NINETY PERCENT DESIGN DOCUMENTS

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

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

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

## 2.6 ONE HUNDRED PERCENT DOCUMENTS

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

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

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

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

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

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

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

2.7 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 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: 100 % Design Documents ..... \$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:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager/QA-QC
Dave Clarke, PE	Project Manager
Marlon Medina, PE	Project EOR
Eduardo Robaina	Sr. CAD Technician
Ricardo Versace	Project Engineer
Isabel Perez-Rios	Project 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 **\$255,140.00** 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:

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**Fee Summary Table**

<b>Task / Description</b>	<b>Percent of Total Fee</b>	<b>Fee</b>
<b>1. Project Management</b>		
Task 1.1 - Project Management	3.8%	\$ 9,750.00
Task 1.2 - Meetings	3.2%	\$ 8,150.00
<b>Sub-Total</b>	<b>7.0%</b>	<b>\$ 17,900.00</b>
<b>2. Preliminary Design</b>		
Task 2.1 - Draft TM	35.3%	\$ 90,040.00
Task 2.2 – Final TM & 30% Design Plans	8.0%	\$ 20,500.00
<b>Sub-Total</b>	<b>43.3%</b>	<b>\$ 110,540.00</b>
<b>3. Detailed Design Phase</b>		
Task 3.1 – 90% Design Documents	23.1%	\$ 59,000.00
Task 3.3 – Sunrise CDD Permitting	6.4%	\$ 16,400.00
Task 3.4 – 100% Design Documents	9.4%	\$ 23,900.00
Task 3.5 – Permit Phase	7.1%	\$ 18,000.00
<b>Sub-Total</b>	<b>46.0%</b>	<b>\$ 117,300.00</b>
<b>4. Bidding Services</b>		
Bid Assistance – Pre-Bid Meeting, Addendums, Evaluation, and Conformed Documents	3.7%	\$ 9,400.00
<b>Sub-Total</b>	<b>3.7%</b>	<b>\$ 9,400.00</b>
<b>Total</b>	<b>100.0%</b>	<b>\$ 255,140.00</b>

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.

Authorized City Representative's Initials:   hr  

Authorized Consultant Representative's Initials:   B

**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 **709 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;

Authorized City Representative's Initials: SK

Authorized Consultant Representative's Initials: JB

- 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.

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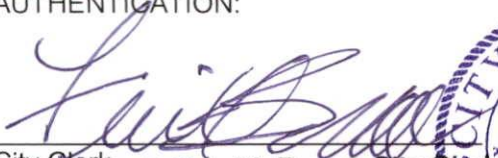

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: the City, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Stantec Consulting Services Inc., signing by and through its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

CITY

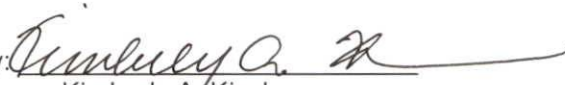
**CITY OF SUNRISE, FLORIDA**

By:   
Mayor Michael J. Ryan  
10 day of October, 2023.

AUTHENTICATION:

  
City Clerk **Felicia M. Bravo, City Clerk**  
(SEAL) 

Approved as to form for the City:

By:   
Kimberly A. Kisslan  
City Attorney

**CONSULTANT**

STANTEC CONSULTING SERVICES INC.

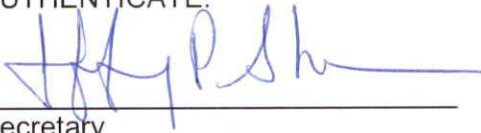
BY:

  
Oscar Bello, P.E.

TITLE: Client Service Manager

20<sup>th</sup> day of September, 2023.

AUTHENTICATE:



Asst Secretary

JEFFREY P. STONE

Please type name of Secretary

(CORPORATE SEAL)



WITNESSES:


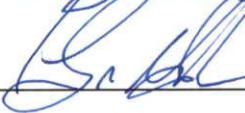
  
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EXHIBIT "1"

TO

PROJECT AGREEMENT No. 23-029-SC

DESIGN AND BIDDING PHASE SERVICES FOR IMPROVEMENTS

TO LIFT STATIONS (LS) 308, 310, 405, and 408

SCOPE OF SERVICES

Lift stations 308, 310, 405, and 408 are scheduled to be rehabilitated as part of the City's ongoing sewer collection system rehabilitation and replacement efforts. These stations are wet pit/dry pit configurations 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 to retrofit the existing wet wells to accommodate new above-ground wet well mounted wastewater pumping stations. The City has also requested evaluation of existing capacity of the lift stations and development of a design criteria.

This scope of project includes the following major components and improvements to Lift Stations (LS) 308, 310, 405, and 408:

- Existing condition, site, data and hydraulic evaluation.
- Performing field test such as pump test and cycle test.
- Preparation of preliminary design criteria Technical Memorandum (TM).
- Performing topographical survey, and other field investigations such as geotechnical borings and subsurface utility locates.
- Improvements to the station may include the following:
  - Demolition/removal of all existing equipment from the existing dry well including mounted pumps, motors, piping, valves, electrical systems, etc.
  - Partial removal and/or backfilling of the remaining dry pit with flowable fill, as required. Possibly, a new valve pit.
  - Modification of the existing wet well to accommodate new above-ground pumping station equipment, including piping, and meet the minimum Design Flood Elevation (DFE).
  - Repair of existing concrete deficiencies and application of new protective coating for wet well.
  - New discharge piping (epoxy-coated DIP) and valves for each new pumping unit with required piping and fittings to connect to an existing force main at each site (or connection to adjacent sewer manhole). Installation of new air release valves.

EXHIBIT "1"

- New equipment pad (or valve vault if feasible) with isolation valve, new air release valve, and emergency pump-out connection.
- New pressure gauges, pressure transmitters and radar level transducer with connection to existing SCADA.
- New 1-inch water service line, backflow preventor, hose-bibb and water meter/box.
- Restoration of pavement, landscape areas, and concrete sidewalks (5' wide x 6" thick). Site fencing (without privacy slats) and privacy shrubs.

All components shall be constructed in accordance, with all applicable agencies including the City utility department's lift station standard specifications and details (to be provided by the City).

The CONSULTANT shall rely on flow data provided by the City and theoretical calculations for determining sewer flows to design each lift station.

This Project Agreement (PA) will provide the engineering services to prepare detail design, assistance to obtain dry run permits and assistance during bid phase.

The CONSULTANT will prepare and submit four separate design, permitting, and procurement packages, one for each LS. Each LS design package will include the following:

- Engineering Plans
- Engineering Technical Memorandum
- Technical Specifications.

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

Task 1 – Project Management

*Subtask 1.1 Project Management*

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

The CONSULTANT will be responsible for preparation and participation in the kick off meeting, providing meeting minutes, subconsultant coordination and management, facilitate (QA/QC) reviews, submittal of deliverables, and preparing monthly progress reports and invoices.

**FPL Coordination** – As part of this task, the CONSULTANT will also work with the CITY to coordinate with FPL to identify potential power upgrades and identify lead times.

EXHIBIT "1"

**DELIVERABLES:**

- Monthly invoices with progress reports.

***Subtask 1.2 Meetings***

***Kickoff Meeting:*** The CONSULTANT shall schedule and attend a Project Kick-off Meeting for the purpose of first consulting in detail with the CITY to validate the requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements.

The CONSULTANT will prepare the agenda and meeting minutes and moderate the kickoff meeting.

**DELIVERABLES:**

- Project schedule
- Meeting minutes
- Monthly invoices

**Task 2 – Preliminary Design**

***Subtask 2.1 – Draft Technical Memorandum***

The purpose of this task is to perform topographical survey, designate and locate existing utilities using Sunshine One Call and subsurface utility locate subcontractor, perform site visit, evaluate existing flows, and LS data, develop the design criteria for improvements, and prepare preliminary site sketches.

The CONSULTANT will provide following services for LS 308, 310, 405, and 408:

Topographic survey of property - The CONSULTANT will prepare topographic survey of the property. The survey will show the property relationship to boundary, easement lines and location of above ground visible improvements.

Survey of LS and adjacent manhole - The survey will obtain rim and invert elevations with pipe size, and survey the inverts in the adjacent sanitary manhole. The survey will be prepared in AutoCAD, version 2019 or higher drawing file format. Elevations will be based on NAVD 88.

Locate utilities - The CONSULTANT will designate utilities horizontally within the subject property to the edge of the pavement or adjacent roadway. Electromagnetic detection/ground penetrating radar techniques will be used to locate utilities. These field located utilities will be plotted on the survey. Additionally, a total of eight subsurface utility excavation (SUE) locations will be performed (two at each lift station).

Geotechnical Field Investigation – The CONSULTANT will work with a subconsultant to perform four Standard Penetration Testing (SPT) borings each assumed to be 10 feet deep for the proposed force main work. A Geotech report will be provided summarizing the findings and recommendations.

Review Existing Condition – The CONSULTANT will perform a site visit to review existing site conditions and infrastructure condition. This site visit will be performed by major discipline

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## EXHIBIT "1"

engineers. Photographic records will be captured and documented in the technical memorandum along with description of the site and condition of infrastructure.

Data Collection, and Review – The CONSULTANT will collect and review the following data based on its availability from the CITY:

- Collection system and force main system atlas
- Lift Station as-built drawings, if available
- Sewer atlas for contributing basin
- Sewer as-builts for project and adjacent areas.
- Pump curves
- SCADA flows and pressures
- Wet well levels
- Pump runtimes
- Rainfall data and seasonal flow variations
- Maintenance logs
- Flood maps

**Wastewater Flow Analysis** – The CONSULTANT will perform data review and analysis to determine peak flows for the station using the land use data to develop theoretical flows based on the County's rated sewer gallonage and the Ten State's Peak Factor, and comparing it to SCADA information. Field investigation and timed flow testing (stopwatch/drawdown) at the station will be performed. The testing will evaluate how often the pumps cycle and will estimate the volume of wastewater pumped during each cycle, based on field level readings.

The CONSULTANT will evaluate the station performance during high rain events and determine if there are indicators of infiltration and inflow (I/I) into the collection system based on SCADA data. The evaluation will also include investigating pump station performance in terms of historical start/stop information and station run times.

Based on the above evaluation the CONSULTANT will identify the best representation for a design flow into each lift station.

**Draft Design Criteria Technical Memorandum (TM)** – The CONSULTANT will develop preliminary design criteria and preliminary design plans based on the site conditions, infrastructure condition, data review, wastewater flow and hydraulic analysis. Hydraulic Calculations shall include head and flow design criteria based upon results obtained from theoretical sewer flows generated from each Lift Station's sewer basin, available pump run time, pressure, and flow data from the City's SCADA system. The CONSULTANT will rely on data provided by the City to complete its design. Further, calculations shall include control elevations, Net Positive Suction Head (NPSH), cycle time, and other relevant calculations needed to assess the adequacy of the four (4) existing wet wells (primarily with respect to depth) for the new pumping equipment.

Preliminary design of wet well expansion will be provided, if required. Design elevation for critical elements will be based on Broward County's 100 year flood stage. The design criteria will include the recommended improvements to the station based on recommended capacity, flood elevation, civil, process mechanical, structural, electrical, instrumentation and controls and landscape improvements. The design criteria will be summarized in the Technical Memorandum (TM). The TM will have a brief description of all permitting requirements. The CONSULTANT will prepare one preliminary site plan for each site and hold one preliminary site plan review meeting with the

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**EXHIBIT "1"**

City to reach a consensus on the arrangement of each site. The CONSULTANT will provide a Draft TM to the City. The City will review the Draft TM and meet with the CONSULTANT within ten (10) working days to provide comments.

**Above-ground wastewater Pumping Station Standardization** – The Consultant will review current City standards to determine if existing standard specifications and CDD requirements exist for above-ground pumping stations. In the likelihood Standards do not exist, the CONSULTANT will develop standard specifications and plans to follow similar Sunrise CDD standards. This will include review of the control panel, provisions for emergency pump out connection, Design Flood Elevation (DFE) requirements, and connections to existing SCADA. The CONSULTANT will also work with the vendor to meet minimum standard requirements.

**LS 405 Site Analysis** – The CONSULTANT will review the surveyor's survey and title search results to further understand the site's limitations. Furthermore, permitting requirements to modify the existing perimeter wall at the property and existing sewer connections will be evaluated to identify viable site design options. Two conceptual site design options and conceptual cost estimates will be developed and presented to the CITY for consideration and comments. A video conference will be held to discuss and select the preferred site layout.

**Permit Due Diligence** - The CONSULTANT will identify the required permit requirements for the four LS projects and The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. The CONSULTANT will also conduct and attend three pre-application meetings with the following agencies

- City of Weston
- Town of Davie
- Broward County Wastewater Division

Findings will be presented in the Draft-TM.

**DELIVERABLES:**

- Topographic survey
- Geotechnical Report
- Preliminary Design Sketches
- Technical Memorandum (Draft)
- Workshop Meeting Minutes
- Pre-Application Meeting Minutes

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## EXHIBIT "1"

### MEETINGS:

- Draft Technical Memorandum (TM) – review meeting to discuss all review comments and proposed revisions.
- The CONSULTANT to provide meeting minutes.
- Pre-Application Permit Meetings.
- LS 405 Virtual Meeting to discuss options

### ***Subtask 2.2 Final TM & 30% Design Plans***

The CONSULTANT will finalize the Draft TM based on the City comments and workshop findings. The 30% Design Plans will be based on the final TM for each lift station. The plans will illustrate the basic components of the Project including the size, scale, location, dimensions, layout, and character of each major design feature including the following:

- Civil Site Plan
- Mechanical Plan and Section
- Electrical Site Plan

The City will review the preliminary design drawings and meet with the CONSULTANT within ten (10) working days to provide comments.

The CONSULTANT will provide preliminary design drawing package to the City. The City will review the preliminary design and meet with the CONSULTANT within ten (10) working days to provide comments. The CONSULTANT will progress to 90% design based on the comments from the City.

### MEETINGS:

- Final TM & 30% Workshop
- The CONSULTANT to provide meeting minutes.
- Follow-up pre-application with Broward County Sewer in case of flow changes.

### DELIVERABLES:

- Final TM
- 30% Design Drawings
- Technical Specifications (Table of Contents)
- 30% Opinion of Probable Cost (OPC) (Class 4)
- Electronic MS Excel comment log file for incorporation of all review comments and responses
- Meeting Minutes of Draft & Final TM Workshops

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## EXHIBIT "1"

### ***Subtask 2.3 30% Design Documents Internal Review***

The CONSULTANT will submit the 30% design documents to the City of Sunrise Utilities Department for review. The review process will consist of the following steps:

- CONSULTANT will submit the 30% design documents in PDF for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a fifteen (15) working day period, at the end of which, a review meeting will be held with the presence of all parties. Prior to the meeting, The CITY shall provide consolidated written comments from all CITY reviewers to the CONSULTANT in a Microsoft Word or Excel spreadsheet format. The CONSULTANT shall review the comments and identify any comments which may require discussion or additional information from the CITY so that the items can be discussed at the review meeting.
- Within ten (10) working days from receipt of comments, CONSULTANT shall provide written responses to each of the CITY's review comments, indicating how the comment will be addressed in the design or indicating exceptions to any comments. For any comments with exceptions, the CONSULTANT will provide explanations and reasons to justify the exception for the CITY's review and concurrence.

### **Task 3 – Detailed Design Phase**

#### ***Subtask 3.1 - 90% Design Documents***

CONSULTANT will develop design documents to produce a 90% design deliverable based upon the final Design Criteria Technical Memorandum and latest CITY review comments. Submittal documents will be provided to the CITY for review and written responses to all comments will be provided along with the necessary changes made to the contract documents.

The 90% design completion level will consist of the following:

The CONSULTANT will develop 2D drawings of the project using record drawings of the existing facility provided by CITY in PDF format. The 90% design completion level for drawings consists of the following as appropriate for the specific design package:

- General – Cover, Abbreviations, Notes-Symbols-and-Abbreviations, Water and Sewer Sanitary Sewer Details and Notes, Survey
- Civil – General Notes, Existing Condition Plans with proposed construction staging area, Construction Site Plans, Demolition Plans, Paving, Grading and Drainage, Yard Piping, Details
- Architectural – n/a
- Structural – General Notes and Details, Vault-Wet Well Plans, Sections, and Enclosure.
- Mechanical: Existing Lift Station Demolition, Plan & Section, Mechanical Details.
- HVAC – n/a
- Plumbing – n/a
- Fire Protection – n/a
- Electrical – General Notes, Site Plan, Single-Line Diagram, Demolition, Equipment Relocation, Equipment Layout, Power Layout, Lightning Protection and Grounding, Telecommunications, Security, Typical Riser Diagrams, Standard Details.
- I&C – Standard symbols and Abbreviations, Standard Details, Process and Instrumentation Diagram.

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## EXHIBIT "1"

The CONSULTANT will develop the following updated calculations as appropriate for the specific design package:

- Electrical Load Calculations
- Updated Hydraulic Calculations
- Updated wastewater flow calculations

The CONSULTANT will develop a full set of draft project specifications. The CITY's standard front end documents (Instruction to Bidders, General Covenants and Conditions, Supplementary General Conditions, and other applicable provisions and appendices) shall be used for bidding the project. Project specifications will be modified as necessary by the CONSULTANT to conform to the requirements of the CITY'S standard front end documents.

### **Temporary Construction Easements**

As part of this 90% subtask, the CONSULTANT will prepare a sketch and description of four Temporary Construction Easements, one at each lift station's property. The sketches will meet the surveying requirements as outlined in Rules 5J-17 of FAC.

### **Design Document Review**

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

- CONSULTANT will submit the 90% design documents for review to verify that consistency with the desired design intent is being achieved.
- The CITY will review the documents over a ten (10) working day period, at the end of which, a review meeting will be held with the presence of all parties.
- Within ten (10) working days from receipt of comments, CONSULTANT shall acknowledge and accept all comments or clearly justify in writing for the CITY review and concurrence the reasons for not including specific comments in the design.
- When comments require substantial re-configuration or design changes, CONSULTANT will schedule and attend one (1) meeting with the CITY to confirm the proposed changes with design sketches or updated design drawings to ensure ongoing resolution of comments prior to the subsequent submittal.
- After the receipt and resolution of comments on the submittal, the CONSULTANT will incorporate and submit responses, proposed resolutions, and resolution verifications.

### **DELIVERABLES:**

- Draft Temporary Construction Easement Sketch for each LS
- 90% Design Drawings
- 90% Technical Specifications
- 90% Opinion of Probable Cost (OPC) (Class 3)
- Electronic MS Excel comment log file for incorporation of all review comments and responses

### **MEETINGS:**

- 90% Design – review meeting to discuss all review comments and proposed revisions.
- 90% Workshop Meeting Minutes.

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**EXHIBIT "1"**

***Subtask 3.2. 90% Design Documents Internal Review***

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

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

***Subtask 3.3 – Sunrise CDD Permitting***

Using the input on the 90% design documents received in the prior task, the CONSULTANT will revise the design drawings and submit (4) separate signed and sealed Permit package to the City of Sunrise Community Development Department (CDD) to obtain an Engineering Permit and Planning & Zoning Permit. As part of this task the CONSULTANT will perform the following subtasks:

- Submit Permit Set of plans and Final TM to CDD for review
- Address up to three rounds of comments from CDD
- Facilitate permit submittals to CDD (includes prints of hardcopies)

**DELIVERABLES:**

- Electronic plans submittal.
- Up to three electronic resubmittals.
- Electronic MS Excel comment log file for incorporation of all review comments and responses.

***Subtask 3.4 – 100% Design Documents***

The CONSULTANT shall incorporate into the 100% documents modifications resulting from the first round of CDD permitting for the Lift Stations 308, 310, 405 and 408 improvements Project. The CONSULTANT will also revise the specifications and submit for CITY review. The CONSULTANT will conduct a design workshop to review the 100% Design Documents and CITY comments.

Comments from the City's 100% review will be incorporated into final documents and will be signed and sealed for submittal to the appropriate permitting agencies for permitting dry run. All associated submittals required for permitting will be provided.

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## EXHIBIT "1"

Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit if the CONSULTANT has exhibited clear and convincing negligence in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit. Providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

### **DELIVERABLES:**

- Signed and Sealed 100% Design Drawings (Permit-Ready) (and specifications if required)
- 100% Opinion of Probable Construction Cost (OPC) (Class 2)
- 100% Technical Specifications
- 100% Workshop Meeting Minutes

### **MEETINGS:**

- 100% Design – review meeting to discuss all review comments and proposed revisions.
- The CONSULTANT to provide meeting minutes.

### ***Subtask 3.5 – Permit Phase***

The CONSULTANT shall coordinate with the CITY, regulatory agencies, and any other government entity having an interest or jurisdiction, which may require permits for this project. The CONSULTANT shall provide an estimate of fees and duration associated with the permitting process. The following permits are included as part of this scope:

- Town of Davie Building and Engineering Department
- City of Weston Building and Engineering Department
- City of Weston CDD
- Broward County Surface Water General Permits

**EXHIBIT "1"**

- Florida Department of Environmental Protection – For Construction of a Domestic Wastewater Collection System delegated to Broward County
- Broward County Permit

The CITY shall be responsible for all permitting fees and the CONSULTANT shall provide other supporting documentation as may be required by permitting agencies. It is acknowledged by the CITY that the period required for obtaining permit review is beyond the control of the CONSULTANT, except for issues concerning the permitting of the design and CONSULTANT's ability to respond to the permitting agency requests for information. CONSULTANT will submit permitting information and respond to requests for information expeditiously.

**Task 4 – Bidding Services**

Each Lift Station will be advertised as an individual Bid Package with separate Bid Sets and Specification Book.

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

**Solicitation of Bids** - The CONSULTANT shall provide a draft bid worksheet, bid advertisement and two (2) sets of full "D" size signed/sealed contract documents and final opinion of probable construction cost and provide to the City's Project Manager prior to the bid. The CONSULTANT shall provide one (1) consolidated bid package, for the four Lift Stations. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project during normal business hours for all prospective bidders. The CONSULTANT shall provide prospective bidders with electronic and hard-copies of the bid sets upon request by prospective bidders to be reimbursed by the prospective bidders for the actual cost of reproduction of the documents plus handling. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of one (1) pre-bid conference and attending a site visit for each of the four lift stations; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;

**Addenda** - The CONSULTANT shall prepare for CITY approval up to three (3) written addenda for the Lift Stations 308, 310, 405 and 408 Improvements project 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 reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. 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.

**Evaluation of Contractors and Suppliers** - The CONSULTANT shall review received bid packages, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder.

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**EXHIBIT "1"**

**Conformed Construction Drawings and Specifications** - The CONSULTANT shall incorporate into the Bid Set, modifications resulting from the bid-phase period addenda for the Lift Stations 308, 310, 405, and 408 Improvements Project. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project.

**Service Schedule**

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which 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 10 working days of said submittal. 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 two (2) business days 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.

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EXHIBIT "1"

Assumptions and Exclusions:

1. It is assumed a new wet well is not required.
2. Permitting reviews will be performed in parallel for the Four (4) LS where possible
3. There will be limited landscaping (only new shrubs) and no lighting improvements for the sites. Site fencing will not include privacy slats as part of this design.
4. Hydraulic modeling to evaluate existing and future condition (including changes in population or usage over time) is not included as part of this scope.
5. The existing SCADA panels at each station will be existing to remain. If it is determined that the bottom of the panels to not meet the minimum Design Flood Elevation (DFE) they will be raised as needed. The new panels will be configured with the existing SCADA. It is assumed the existing SCADA antenna will be kept.
6. LS 308, 310, and 408 seem to fall within an existing easement, however, this will be verified during Preliminary Design. A sketch and legal for the three lift stations is not included as part of this scope.
7. The above-ground wastewater pumping stations are equipped with a by-pass pump-out connection. However, consultant will be required to design for replacement and relocation of each pump-out connection.
8. Design of a submersible pump station for LS 405 is not included as part of this proposal.
9. Conceptual Arc Flash and drainage calculations are not included as part of this scope.
10. It assumed that the wet well structural inspection will take place during construction and facilitated by the selected CONTRACTOR.
11. The City will perform an easement research of LS 405. Developing an easement sketch for LS 405 is not required as part of this scope.
12. A Broward County Environmental Resource License for work in Wetlands or Surface Waters is not anticipated as part of this project.

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EXHIBIT "2"

TO

PROJECT AGREEMENT  
DESIGN AND BIDDING

PHASE SERVICES FOR IMPROVEMENTS TO LS 308,310,405 and 408

PROJECT SCHEDULE

Task/Description	Task Completion Duration (Days)	Task/ Completion in Days Following Authorization
<b>Project Management</b>		
Task 1.1 - Project Management	0	529
Task 1.2 - Meetings		
<b>Preliminary Design</b>		
Task 2.1 - Draft TM	84	84
Task 2.2 – Final TM & 30% Design Plans	42	126
Task 2.3 – 30% Design Documents Internal Review	21	147
<b>Detailed Design Phase</b>		
Task 3.1 – 90% Design Documents	77	224
Task 3.2 – 90% Design Documents Internal Review	21	245
Task 3.3 – Sunrise CDD Permitting <sup>1</sup>	90	335
Task 3.4 – 100% Design Documents <sup>3</sup>	14	349
Task 3.5 – Permit Phase	90	439
<b>Bid Phase</b>		
Task 4 – Bidding Services <sup>2</sup>	90	529

Notes:

1. 90 days have been assumed to obtain permit approval from the City of Sunrise CDD Department.
2. 90 days have been assumed for bidding services.
3. Denotes project milestone item per Section 2.9.3 of this Project Agreement.

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Authorized Consultant Representative's Initials: BS