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CITY OF SUNRISE
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PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BROWN AND CALDWELL (CORPORATION)

For

Project Agreement Number: PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Brown and Caldwell (Corporation) ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects ("Continuing Services Agreement") dated May 7, 2021, this Project Agreement ("Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

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

2.3 THIRTY PERCENT DESIGN DOCUMENTS

- 2.3.1 The Consultant shall review and examine the information, including any desired schedule and budgetary requirements, furnished by the City to understand the requirements of the Project and shall review its understanding of such requirements with the City.
- 2.3.2 The Consultant shall furnish to the City a preliminary written evaluation of such information in light of any Project budget requirements.
- 2.3.3 The Consultant shall review and discuss with the City any alternative approaches to design and construction of the Project.
- 2.3.4 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 Based on the 90% design documents and any adjustments to that design, the proposed schedule, or Project budget authorized by the City, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.
- 2.6.2 The Consultant shall continue to assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project.
- 2.6.3 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.
- 2.6.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based. All electronic documents shall be provided in an Americans with Disabilities Act (ADA) compliant format (except for plans, only the descriptive list will be provided in this format). The City reserves the right to elect paper copies if deemed necessary and, if elected, the Consultant shall make copies of complete bid packages available at its office nearest to the Project site during normal business hours for all prospective bidders. The Consultant shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of Section 6.2 of this Agreement.
- 2.6.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.6.3. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.6.3.
- 2.6.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.
- 2.6.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

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

2.7 ADMINISTRATION OF CONSTRUCTION – NOT USED.

2.8 ADDITIONAL SERVICES

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

2.8.1 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: Project Task 1.3 – Preliminary Design Memorandum & Drawings .. \$100/day
Milestone 2: Project Task 1.4 – 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> |
|------------------------|---|
| Celia D.A. Earle | Client Service Manager |
| Diego Herrera, P.E. | Project Manager, Design Manager, Civil/Mechanical Engineer |
| Roselyn Gardner | Project Administrator |
| Robert Abordo, P.E. | Electrical Engineer |
| Hector Serrano, P.E. | I&C Engineer |
| Leara Guzman, E.I. | Project Engineer |
| Kenneth Sesker | CAD Lead |
| Victor Hurlburt, P.E. | Quality Assurance/Quality Control |
| Adarsh Shah, P.E. | Structural Engineer |
| Breeze Walter | Estimator |
| Valentina Abbott, P.E. | Process Modeling |

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 5.1 The City shall compensate the Consultant for an amount not to exceed \$195,022.76 exclusive of authorized Reimbursable Expenses (\$199,522.76 inclusive of Reimbursable expenses, if authorized) based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.

- 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:

| | | |
|--|-------------|-----|
| Kick-off meeting and summary | \$8,330.64 | 4% |
| Subcontractors delivery review | \$13,731.76 | 7% |
| Preliminary design memorandum and drawings | \$61,155.90 | 32% |
| Preliminary review meeting and summary | \$6,613.84 | 3% |
| 90% design documents and review meeting | \$48,836.96 | 25% |

| | | |
|--|-------------|-----|
| 100% design documents | \$19,588.80 | 10% |
| Final cost estimate..... | \$4,799.40 | 3% |
| Final construction schedule | \$3,918.28 | 2% |
| Conformed documents and bid-phase services | \$28,047.18 | 14% |

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 \$4,500 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 **500 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this Agreement, the work product of the Consultant shall become the property of the City and the Consultant shall within ten (10) working days of receipt of written direction from the City, transfer to either the City or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the Consultant pertaining to this Agreement. Upon the City's request, the Consultant shall additionally assign its rights, title and interest under any subcontractor's

agreements to the City. All work product provided under this Section shall be used solely for its intended purpose.

SECTION 9 SEVERABILITY

- 9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 PROHIBITED TELECOMMUNICATIONS EQUIPMENT

- 10.1 Consultant represents and certifies that it and all its subcontractors do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that it and all its subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

SECTION 11 ANTITRUST VIOLATIONS

- 11.1 The Consultant has a continuous duty to disclose to the City if it or any of its affiliates (as defined by Section 287.137(1)(a), Florida Statutes) are placed on the Antitrust Violator Vendor List. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering this Agreement, Consultant certifies that neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Agreement. False certification under this paragraph or being subsequently added to that list will result in termination of this Agreement, at the option of the City consistent with Section 287.137, Fla. Stat. as amended.

SECTION 12 SECURITIZED COMPANY

- 12.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.
- 12.2 Pursuant to Section 287.135, Florida Statutes, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

- 12.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Agreement if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran List created pursuant to Section 215.473, Florida Statutes; or has been engaged in business operations in Cuba or Syria.

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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 Brown and Caldwell (Corporation), signing by and through its Vice President/Principal-in-Charge, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: 
Mayor Michael J. Ryan

22 day of January, 2024.


AUTHENTICATION:


City Clerk Felicia M. Bravo, City Clerk



(SEAL)

Approved as to form for the City:

By: 
~~Kimberly A. Kissler~~ Thomas P. Moss
City Attorney

CONSULTANT

BROWN AND CALDWELL (CORPORATION)

BY: 
Celia D.A. Earle, Ph.D., BCEEM

TITLE: Vice President/Client Service Manager

16th day of January, 2024.

WITNESSES:





EXHIBIT "1"

TO

PROJECT AGREEMENT PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

SCOPE OF SERVICES

The clarifier no. 2 mechanism at the Sawgrass Waste Water Treatment Plant (WWTP) Train A experienced a failure in 2021 that resulted in a large skimmer arm with structural issues that did not allow for the required movement. Thus, the clarifier could not be used. The mechanisms and motors for the remaining clarifiers in Train A are nearing the end of useful life and require replacement. Train A has four circular 75-ft diameter, 12-ft side depth clarifiers equipped with center feed and Return Activated Sludge/Waste Activated Sludge withdrawal. The existing clarifier mechanisms were designed in the 1990s and were presumably based on the secondary process configuration and projected flows and loadings at the time.

Brown and Caldwell (Consultant) has been asked to perform the design and assist The City of Sunrise (City) during design and bidding process. This project includes but is not limited to:

- Development of a in-kind clarifier replacement specification and associated drawings for replacement of the existing clarifier mechanical components and instrumentation for all four Train A clarifiers. These documents will provide prospective Contractors to survey each of the four clarifiers and to develop as-built drawings for use by the clarifier mechanism supplier. The clarifier mechanism replacement documents shall be based on the existing clarifier mechanism manufacturer's specification and require the supplier to review and confirm as-built clarifier dimensional information.
- Development of a guidance specification for concrete repairs identified by the Contractor during the replacement of clarifier mechanisms. The Contractor and clarifier mechanism supplier will be responsible for identifying any structural modifications required for proper installation of the new clarifier mechanisms.
- Development of specifications for cleaning and recoating the interior and above grade exterior of the Train A clarifiers.
- Development of specifications for the cleaning, investigating the interior of the pipes via video recording equipment/cameras. Pipes to be investigated are shown on Figure 1 below.
- Developing of specifications for relining the influent and effluent pipelines up to the first valve to and from the Train A clarifiers. Refer to the Figure 1 below.

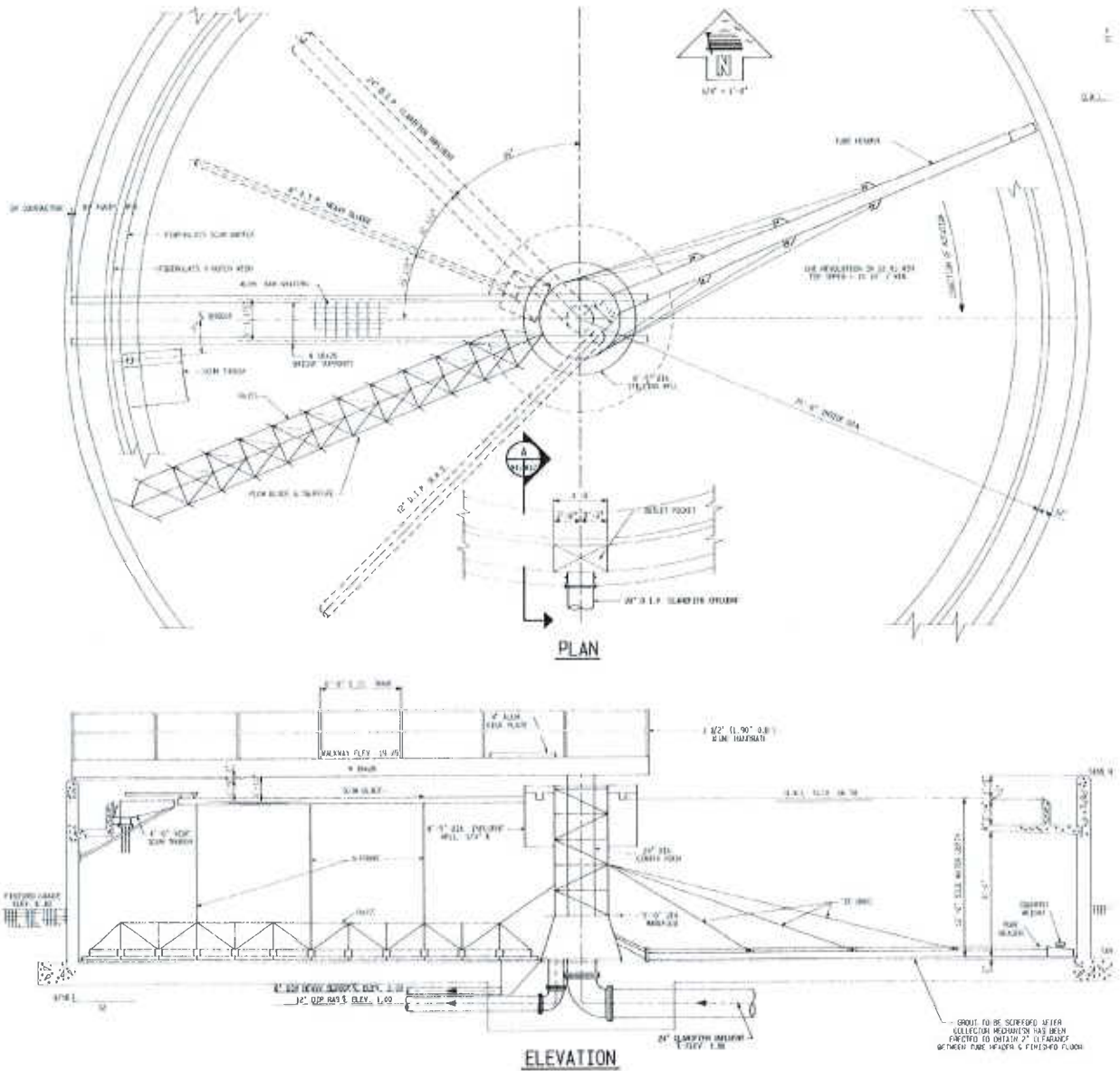


Figure 1

All components shall be designed in accordance with the City Utilities Department's standard specifications and details, where applicable (to be provided by the City).

This Project Agreement (Agreement) will provide the engineering services associated with the preparation of design documents and assistance during bidding process.

SECTION 1 DESIGN SERVICES

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

1.1 Basis of Design. (NOT USED)

1.2 Preliminary Consultation and Analysis. (NOT USED)

1.3 Preliminary Design. 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. At this time, the Consultant shall collect all applicable background information from the City. This information shall include, but not necessarily be limited to, record drawings of the existing facilities, utility maps, GIS maps and data, existing property and easement maps, data from SCADA, portions of the City's wastewater hydraulic model, City design standards, and existing equipment data (Operations & Maintenance Manuals, existing equipment information, submittals, etc.). The preliminary design is defined as a submittal for 30% level of drawings and specifications.

Consultant will perform a site visit to the four clarifiers and a visual structural inspection will be performed during this visit. Note that the inspection does not include confined space entry and will be limited to structural and mechanism surfaces visible.

Also, onsite interviews will be conducted with City Sawgrass WWTP staff to gather further information that will be beneficial to the design.

The Preliminary Design documents to be submitted shall include, but not be limited to, the following:

- 1.3.1 Preliminary 30% drawings that illustrate the basic components of the Project including the size, scale, location, dimensions, layout, and character of each major design feature;
- 1.3.2 A site survey accurately depicting relevant topography features, existing structures, and utilities, including an easement description. Said survey shall confirm benchmarks and spot elevations on selected structures;
- 1.3.3 A technical memorandum including a brief summary of permitting and code requirements for the Project; a written description of the materials and equipment to be incorporated into the Project and the location of same. The Consultant shall first consult with the City concerning equipment and material components and shall give preference to materials and equipment recommended by the City. The Consultant shall submit to the City a list of any and all proposed sole source or City furnished equipment. The Consultant shall not use or designate sole source or City furnished equipment and/or materials in the project without the expressed written permission of the City for each item, material or piece of equipment;

- 1.3.4 A preliminary list of specification sections to be used in the development of the Final Design. This list of preliminary specifications shall be provided during the 30% Submittal.
- 1.3.5 Any other documents required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project.

After the City finalizes with review and produces comments on the provided documents, the Consultant shall meet with representatives of the City, and shall review the provided comments with the City concerning the Preliminary Design of the 30% level drawings. The Consultant shall prepare meeting minutes of the review meeting and respond to the City comments.

1.4 Final Design. Upon authorization by the City, and after reviewing with the City, the Preliminary Design and after incorporating any changes or alterations authorized or directed by the City with respect to said Preliminary Design or with respect to the requirements of the Project, the Consultant shall prepare and submit to the City 90%, and 100% Design Documents for Construction in accordance with the project schedule and deliverables. The Design for Construction shall include drawings and specifications (the "Construction Documents") that describe with specificity the elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents will be based on existing record drawings and site survey for pipeline work and shall be accurate to the degree the record drawings and site survey are, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the City. The Design for Construction shall specifically include, but shall not be limited to, the following:

- 1.4.1 General Design. General design will include Cover, index of drawings, location and vicinity maps, and general symbols and notes information as well as general conditions/specifications. Demolition of existing equipment included. General drawings and specifications shall be prepared;
- 1.4.2 Civil Design. Civil Design covers the layout of the facilities and associated work associated with the re-lining of the clarifier influent and effluent piping. This also includes any paving, grading and drainage as required as part of the scope of work. Contract drawings and specifications for the civil work shall be prepared;
- 1.4.3 Architectural Design. (NOT USED)
- 1.4.4 Structural Design. Structural design includes specification development for concrete repair related to clarifier modifications, if required for new clarifier mechanisms. Structural design for new clarifier mechanisms will be the responsibility of the Contractor and Clarifier Mechanism supplier. General structural design criteria for any structural members included in the mechanism replacement will be provided in the Clarifier performance specification. Design specifications will also be prepared for anchor bolts, structural metal framing, aluminum railing, and effluent weirs/scum baffles. Structural specifications only (no drawings) shall be prepared;

- 1.4.5 Mechanical Design. Mechanical design consists of the selection, design, and general layout of new clarifier equipment, piping and valving based on in-kind replacement of the existing clarifier mechanisms and ancillary component equipment. The mechanical design also covers external protective coatings for buried and submerged metallic pipelines. Contract drawings and specifications for the mechanical work shall be prepared.
- 1.4.6 Electrical Design. Electrical design consists of modifications to provide power to new secondary clarifier equipment and associated local control stations. Scope of work includes development of single-line diagram for components as well as overall area plan for location of components. Electrical drawings and specifications shall be prepared;
- 1.4.7 Instrumentation Design. Instrumentation design includes the in-kind replacement of existing monitoring equipment, control cables and conduit(s) from new secondary clarifier drive mechanism and local control station to facilitate monitoring by the City. Design will utilize existing tags. Only instrumentation specifications shall be prepared;
- 1.4.8 90% design documents shall be submitted as described above. After the City finalizes with review and produces comments on the provided documents, the Consultant shall meet with representatives of the City, and shall review the provided comments with the City concerning the Final Design of the 90% level drawings. The Consultant shall prepare meeting minutes of the review meeting and respond to the City comments.
- 1.4.9 For Construction 100% design documents shall be submitted as described above and shall be used by the Consultant to prepare the final package for bidding. No permitting agencies shall be contacted within this task.
- 1.5 Estimate of the Cost of Construction.** Contemporaneously with the submission of the preliminary documents, the Consultant shall submit to the City in writing its preliminary 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;

1.6 Permit Documents. (NOT USED)

SECTION 2 BIDDING SERVICES

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

- 2.1 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, six (6) sets of half size not signed/sealed contract documents, and final opinion of probable construction cost and provide to the Utilities Director of Engineering prior to the bid. 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 pre-bid conferences;
- 2.2 Addenda.** The Consultant shall prepare for City approval written addenda for the 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.
- 2.3 Evaluation of Contractors and Suppliers.** The Consultant shall investigate, analyze, and advise the City as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, 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;
- 2.4 Substitution of Materials and Equipment.** The Consultant will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same;
- 2.5 Bid Opening.** The Consultant shall attend the pre-bid meeting for the project, which will be held at a location as specified by the City. The City shall prepare appropriate bid tabulation sheets for the project. The Consultant shall assist the City in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services.

- 2.6 Construction Cost.** If the bid cost of construction exceeds the estimated cost agreed upon by the City by more than 10% 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), 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 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 have done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.
- 2.7 Conformed Construction Drawings and Specifications.** The Consultant shall incorporate into the 100% documents, which were used for bidding, modifications resulting from the bid-phase period addenda for this 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.

Assumptions and exclusions:

- Visual structural condition assessment to be provided by Consultant. Any other kind of condition assessment is not part of the scope of work to be performed by the Consultant. The structural design required for the installation of the clarifier mechanisms is to be performed by the Contractor/Clarifier supplier, not by the Consultant. Structural design support for potential modifications is not included in this scope of work and shall not be performed by the Consultant.
- No modeling of any kind shall be performed by the Consultant.
- The clarifier mechanism specification shall be limited to in-kind replacement. Computational Fluid Dynamic Modeling by the manufacturer or Contractor will not be required per the direction of the City.
- Instrumentation items shall be specified in the performance specification for in-kind replacement. No drawings will be prepared for the instrumentation portion of this project.
- Inspection of piping systems underneath the clarifiers shall be performed by the Contractor.
- The Consultant shall not design or plan to replace the existing influent and effluent piping systems connected to the clarifiers. Only rehabilitation of existing pipe systems shall be performed by the Consultant.
- All printing, if any, shall be paid by the City via the reimbursable budget.
- Permitting is excluded from this scope of services as this is a removal and replacement project and as requested by the City.

EXHIBIT "2"

TO

PROJECT AGREEMENT PA-24-011-BC

SAWGRASS WWTP TRAIN A CLARIFIER MECHANISM REPLACEMENT

PROJECT SCHEDULE

| Task/Description | Weeks from NTP |
|--|----------------|
| Preliminary Design | |
| Kick-off meeting and summary | 1 |
| Subs delivery review | 17 |
| Preliminary design memorandum and drawings | 21 |
| Preliminary review meeting and summary | 23 |
| Design for Bidding | |
| 90% Documents and review meeting | 33 |
| 100% Documents | 39 |
| Final Cost Estimate | 33 |
| Final Construction Schedule | 33 |
| Bid-Phase Services | |
| Conformed Documents | 41 |