DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

SECOND AMENDMENT TO PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT AGREEMENT
(RFQ No. 03-07-08; Work Order #6)

THIS SECOND AMENDMENT TO PROFESSIONAL DESIGN AND CONSTRUCTION MANAGEMENT AGREEMENT ("Second Amendment") is entered into this _____ day of 3/25/2019, 2019, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida ("City"), and **Hazen and Sawyer, PC**, a foreign for-profit corporation registered to do business in the State of Florida, having its principal office at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021 ("Consultant" or "Engineer"). The City and Engineer shall collectively be referred to as the "Parties" and each may individually be referred to as a "Party".

RECITALS

WHEREAS, on May 7, 2008, the City advertised ***Request for Qualifications No. 03-07-08, Upgrades to Current Water Treatment Plant and the Design and Construction Management of a New Membrane Water Treatment Facility*** ("RFQ"), seeking professional engineering firms to perform engineering consulting services for upgrades to the Winson Water Plant at Sunkist Grove ("Water Plant"); and

WHEREAS, on July 15, 2008, the City's Selection Team reviewed and ranked the proposals submitted in response to the RFQ at a public meeting, and selected the Engineer as the most responsive-responsible provider of Services; and

WHEREAS, on September 23, 2008, the Mayor and City Council adopted Resolution No. R-2008-100, approving the selection of Engineer and authorized the City Manager and City Attorney to negotiate and execute an agreement for the provision of engineering consulting services; and

WHEREAS, on September 16, 2009, the City and Engineer executed a Professional Design and Construction Management Agreement ("Agreement"), attached hereto as "Exhibit "A", for the provision of engineering consulting services for upgrades to the Water Plant, including design and construction management services for a new membrane water treatment facility, as delineated in the Engineer's Scope of Services of the Agreement ("collectively referred hereto as "Services"); and

WHEREAS, on December 15, 2016, the City and Engineer executed a First Amendment to the Agreement to provide for additional services, as outlined in Work Order Number 5; and

WHEREAS, in the ongoing design and construction efforts for the proposed Water Plant improvements, City administration has identified the need for Additional Services to provide design, permitting, bidding and construction administration services for improvements to the City's Winson Water Treatment Plant and installation of new storage tanks , as further detailed in the Scope of Services under this Second Amendment; and

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

WHEREAS, on November 13, 2018, the Mayor and City Council adopted Resolution No. 2018-R-151, approving the Additional Services with an estimated time for performance of thirty-seven (37) months at a cost not-to-exceed Two Million Nine Hundred Forty-Three Thousand Six Hundred Dollars ($2,943,600.00); and

WHEREAS, Article 32 of the Agreement requires that all amendments and modifications to the Agreement must be in writing and executed by the Parties.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

1. **ARTICLE 2. DEFINITIONS** – Section 2.1.3 of the Agreement, entitled "Contract Documents" is hereby amended to include Resolution No. 2018-R-151, this Second Amendment and all documents required to be attached hereto including the Notice to Proceed.

2. **ARTICLE 3. SCOPE OF SERVICES** – Article 3 of the Agreement is hereby amended to include the following Scope of Services (collectively referred hereto as "Additional Services"):

> Engineer's Scope of Services will include, among other things, the following professional services: 1) design documents update, 2) permitting services, 3) bid services, 4) engineering services during construction, 5) State Revolving Fund (SRF) Assistance Additional Services Allowance, 6) operation and maintenance manual 7) Expenses, in accordance with ***Engineer's Scope of Services, Work Order No. 6*** dated June 28, 2018, attached hereto as Exhibit "B".

3. **ARTICLE 7. TIME FOR PERFORMANCE** – Section 7.1 of the Agreement is hereby amended to increase Engineer's Time for Performance to thirty-seven (37) months from the City's issuance of a Notice to Proceed with the Additional Services under with this Second Amendment.

4. **ARTICLE 9. PAYMENT FOR ADDITIONAL SERVICES** – Article 9 of the Agreement is hereby amended to include compensation for the full performance of Engineer's Scope of Services in accordance with the term and conditions of this Second Amendment, in the amount not to exceed Two Million Nine Hundred Forty-Three Thousand Six Hundred Dollars ($2,943,600.00). Payment for Additional Services shall be invoiced monthly at the hourly rates and amounts indicated in Engineer's *Fee Estimate*, included in Exhibit B.

5. **ARTICLE 18. WARRANTY** – Article 18 of the Agreement is hereby amended to include Additional Services under this Second Amendment.

6. Nothing contained in this Second Amendment is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2018). Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

7. No waiver or breach of any provision of this Second Amendment shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

8. All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Second Amendment, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Additional Services and termination or completion of this Second Amendment.

9. Should any provision, paragraph, sentence, word or phrase contained in this Second Amendment be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Second Amendment shall remain unmodified and in full force and effect or limitation of its use.

10. No modification or amendments to this Second Amendment shall be binding on either Party unless in writing and signed by both Parties.

11. This Second Amendment shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

12. The City reserves the right to audit the records of the Engineer covered by this Second Amendment at any time during the provision of Additional Services and for a period of three years after final payment is made under this Second Amendment.

13. The Engineer agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14. Additional Services shall not be subcontracted, transferred, conveyed, or assigned under this Second Amendment in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15. The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16. The Additional Services to be provided by Engineer pursuant to this Second Amendment shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Additional Services.

17. This Second Amendment shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

18. All other terms, conditions and requirements contained in the Agreement, which have not been modified by this Second Amendment, shall remain in full force and effect.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

19. In the event of any dispute arising under or related to this Second Amendment, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Second Amendment, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

20. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Second Amendment.

[*The remainder of this page is intentionally left blank.*]

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: Robert B. Taylor, Jr., PE

Date: March 12, 2019

Hazen and Sawyer, PC, a foreign for-profit corporation,
"**Engineer**" or "**Consultant**":

By: _____

Print Name: Patricia A. Carney, PE, BCEE

Date: March 12, 2019

ATTEST:

By: DocuSigned by: Michael A. Etienne 2C7010872EE8414...
Michael A. Etienne, Esq.
City Clerk

City of North Miami, a Florida municipal Corporation:
"**CITY**"

By: DocuSigned by: Larry M. Spring, Jr. C23984DEA2724CF...
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: DocuSigned by: Jeff P.H Cazeau 8AF8443D714D491...
Jeff P. H. Cazeau, Esq.
City Attorney

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

CITY OF NORTH MIAMI
PROFESSIONAL DESIGN AND
CONSTRUCTION MANAGEMENT AGREEMENT

THIS AGREEMENT ("Agreement") entered into this 16th day of September, 2009 by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("CITY"), and **Hazen and Sawyer, P.C.**, a foreign for profit corporation registered with the State of Florida having an office at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida 33021 ("ENGINEER"). The CITY and the ENGINEER shall collectively be referred to as the "PARTIES".

RECITALS:

WHEREAS, the CITY desires to retain an experienced, licensed and insured engineering firm to provide engineering consulting services for the upgrades to the CITY's water treatment plant at Sunkist Grove and for a new booster pump station and storage facility ("Services") in connection with the CITY's **Request for Qualifications No. 03-07-08, Upgrades to Current Water Treatment Plant and the Design and Construction Management of a New Membrane Water Treatment Facility** ("RFQ"); and

WHEREAS, the ENGINEER possesses all necessary qualifications and expertise to perform the Services and has expressed the capability and desire to perform the Services; and

WHEREAS, on September 23, 2008, the CITY Council, by Resolution No. R-2008-100, approved the selection of ENGINEER for the provision of Services authorized the CITY Manager and CITY Attorney to negotiate and execute an agreement for Services; and

WHEREAS, the PARTIES agree to enter into this Agreement under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the PARTIES hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 – DEFINITIONS

2.1 The following words, terms and phrases, when used in this Agreement, shall have the following meanings:

2.1.1 Agreement - This written Agreement between the CITY and the ENGINEER covering the Services to be performed including the Contract Documents.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

2.1.2 Change Order – A document executed by the PARTIES authorizing an addition, deletion or revision in the Services or Work Orders within the general scope of this Agreement, or an adjustment in the term or compensation.

2.1.3 Contract Documents - The Contract Documents shall consist of any drawings, designs, plans and specifications, the RFQ, ENGINEER's response to the RFQ, Notice to Proceed, Certificates of Insurance, and any other additional documents which are required to be submitted under this Agreement, and all amendments, modifications and supplements, Change Orders and Work Orders issued on or after the effective date of this Agreement. The Contract Documents are hereby incorporated into and made a part of this Agreement.

2.1.4 Notice to Proceed – A written notice given by the CITY to the ENGINEER fixing the date on which the provision of Services shall commence.

2.1.5 Scope of Services - shall include, but not be limited to, the ENGINEER's Work Orders set forth in Exhibit "A", Services authorized by Change Orders, and the Services enumerated under Article 3, Article 4 and Article 5 below.

2.1.6 Subconsultant – A party or entity retained by the ENGINEER as an independent ENGINEER to provide labor, materials, equipment and/or services necessary to complete a specific portion of Services. The term Subconsultant does not include any separate ENGINEER employed by the CITY.

ARTICLE 3. SCOPE OF SERVICES

3.1 As an inducement for the CITY to enter into this Agreement, the ENGINEER has represented an expertise in the design of water plant projects and in reliance upon that representation, the CITY has selected ENGINEER to provide the Services.

3.2 The ENGINEER agrees to furnish and pay for all management, supervision, labor, materials, tools, equipment supplies and services of every kind and type necessary to diligently, timely, and fully perform and complete the Services in the manner required by the Contract Documents. The ENGINEER shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

3.3 The ENGINEER represents and warrants to the CITY that: (i) ENGINEER possesses all qualifications, licenses and expertise required for the provision of Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed by the State of Florida; (ii) ENGINEER is not delinquent in the payment of any sums due the CITY, including payment of permit fees, local business taxes, nor in the performance of any obligations to the CITY; (iii) all personnel assigned to perform Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of ENGINEER is duly authorized to execute same and fully bind

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

ENGINEER as a party to this Agreement.

3.4 The PARTIES agree that the CITY, without invalidating this AGREEMENT, may order changes within the general Scope of Services to be performed under this AGREEMENT by altering, adding to and/or deducting from the Services to be performed. If any changes under this clause cause an increase or decrease in ENGINEER's cost of, or the time required for, the performance of any part of the work order under this AGREEMENT, an equitable adjustment shall be made by Change Order.

3.5 The ENGINEER agrees and understands that: (i) any and all Subconsultants used by ENGINEER shall be timely paid by ENGINEER and not paid directly by the CITY; and (ii) any and all liabilities regarding payment to or use of Subconsultants for any of work related to this Agreement shall be borne solely by ENGINEER.

ARTICLE 4. ONGOING SERVICES

4.1 The following Services may be provided by the ENGINEER on a regular and continuing basis, if specifically requested and approved in advance by the CITY, until the CITY notifies the ENGINEER in writing to discontinue any item listed below.

4.1.1 Annual review and analysis of utility budget.

4.1.2 Update CITY on a semi-annual basis or more frequently, if required, on all changes or proposed changes to local, state, or federal regulations/laws that impact CITY's water system. Included will be an explanation of how the regulations/laws affect the CITY's water system and its operation. Proposed changes mean those regulations/laws that will directly impact the CITY and that the CITY will have an opportunity to comment on.

4.1.3 Analysis of CITY's Capital Improvement Plan (CIP) with recommendations for modifications, if any.

4.1.4 Represent CITY with regulatory agencies relative to rule interpretations, change or policy. Representation may include, but is not limited to, research, attendance at meetings, preparation of presentation materials, and preparation of reports and correspondence.

ARTICLE 5. GENERAL CONSULTING ENGINEERING SERVICES

5.1 General Consulting Engineering Services, such as, but not limited to the following, may be provided by the ENGINEER if specifically requested and approved in advance by the CITY.

5.1.1 Assist in preparing permit applications and attending meetings with various permitting agencies.

5.1.2 Making written or verbal reports to the CITY Council.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

5.1.3 Assist CITY in applying for and obtaining grants; including preparation of grant applications, meeting with officials, etc.

5.1.4 Assist in developing and reviewing ordinances.

5.1.5 Providing general surveying, aerial photography, geotechnical, drafting and mapping.

5.1.6 Providing general assistance in plant troubleshooting, process evaluation, process optimization, bench scale and pilot studies, or other similar plant operations assistance.

5.1.7 Providing water quality sampling and analyses and laboratory services.

5.1.8 Preparation of artists' renderings, exhibits, scale models, and other graphics not specifically included in a particular work assignment.

5.1.9 Provide expert witness testimony.

5.1.10 Review CITY design. Conduct meetings with CITY staff to facilitate the CITY's involvement in the ENGINEER's work.

ARTICLE 6. WORK ORDERS

6.1 Work Orders, such as, but not limited to the following, shall be provided by the ENGINEER if specifically requested and approved in advance by the CITY. Work Orders shall be sequentially numbered beginning with one as they are agreed to and authorized by CITY.

6.1.1 Studies, Design, Permitting, Bidding, Construction services, Inspection.

6.1.2 Pilot Plant Design, Operation and Review.

6.1.3 Water Supply and Storage Improvements.

6.1.4 Water Treatment Plant Improvements.

6.1.5 Water Distribution and Storage Improvements.

6.1.6 General Operational and Maintenance Consulting services.

6.1.7 Public Education/Public Notification.

6.1.8 Miscellaneous Work Orders

6.2 A list and brief description of the anticipated Work Orders is provided in Exhibit "A". The CITY and the ENGINEER will negotiate each Work Order individually. The list provided in Exhibit "A" may be augmented or reduced as agreed to by the CITY and the ENGINEER.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

ARTICLE 7. TIME FOR PERFORMANCE

7.1 The performance of Services under this AGREEMENT shall commence on the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be completed no later than September30, 2016, unless sooner terminated by the CITY. The ENGINEER agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will reasonably ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this AGREEMENT and shall be subject to the appropriate remedies. This AGREEMENT shall remain in full force and effect until the completion of Services by the ENGINEER and the acceptance of Services by the CITY.

7.2 The time for performance required for individual Work Orders shall be agreed to by the PARTIES and noted on each Work Order.

7.3 Adjustments to the time for performance which are approved in writing by the CITY in advance shall not constitute non-performance by ENGINEER. Additional Services requested by the CITY or a change in the Scope of Services, will be reviewed by the PARTIES. Any impact on the time for performance shall be determined and the time schedule for completion of Services will be modified accordingly.

ARTICLE 8. TERMINATION OF AGREEMENT

8.1 It is expressly understood and agreed that the CITY may terminate this AGREEMENT with or without cause at any time by giving the ENGINEER notice by telephone, or personally to one of the officers of the ENGINEER, confirmed by registered mail, return receipt requested, to the principal office of the ENGINEER. In the event that the AGREEMENT is terminated, the ENGINEER shall be entitled to be compensated for the Services rendered from the date of execution of the AGREEMENT up to the time of termination. For those portions of Services rendered to which the applicable fee cannot be applied, payment shall be based upon the appropriate rates for the actual time spent on the project.

ARTICLE 9. PAYMENT FOR SERVICES

9.1 The CITY agrees to pay the ENGINEER for Services provided by ENGINEER and its Subconsultant as described in ARTICLES 4, 5 (except Paragraph 5.1.9) and 6 either an agreed upon lump sum amount, or an hourly rate amount with an upper limit (not to exceed) as detailed herein.

9.1.1 Lump Sum: As deemed appropriate for each Work Order, the CITY and ENGINEER may agree to utilize the lump sum method of payment for Services. The lump sum shall include full payment, including direct labor, overhead, other direct costs, Subconsultant fee, and profit.

9.1.2 Hourly Rate: In the event a Lump Sum amount is not agreed to by the CITY, the CITY and ENGINEER shall agree to utilize the hourly rate method of payment for

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Services. The hourly rate billed shall be the actual hourly direct labor cost rate times a Multiplier (defined below) which includes the overhead rate plus a margin on the direct labor costs and the overhead rate. A summary of average hourly rates for direct labor is provided in Exhibit "B". This exhibit also includes maximum hourly rates for direct labor.

9.1.3 The Hourly Rate Schedule, Exhibit "B", shall be adjusted annually, on July 1. The adjustment shall be made based upon the Miami-Fort Lauderdale, FL Consumer Price Index issued by the United States Department of Labor, Bureau of Labor Statistics. Such adjustment shall be calculated by multiplying the ratio of the current index divided by the previous year's index by the Hourly Rates to define the new Hourly Rates.

a. For hourly rate billing, the payment shall be the actual direct labor, as defined below, multiplied by 3.18. Hourly rate billing shall also include other direct costs and subconsultant fees as defined below.

i. **Direct Labor** is defined as the amount of wages or salaries of ENGINEER's employees working directly on this project.

ii. **Other Direct Costs** are defined as direct non-salary or out-of-pocket expenses directly attributed to the work and include, but are not limited to the following:

- Normal living and traveling expenses of personnel when away from home office on business attributed to the work with billings in accordance with Section 112.061 of the Florida Statutes.
- Identifiable communication expenses applicable to work.
- Identifiable reproduction costs applicable to work.
- Rental of pilot testing and field analytical equipment.
- Purchase of pilot testing, field analytical equipment and other equipment with said purchases becoming the property of CITY.
- Laboratory analysis and sampling.
- Computer Services, limited to computed-aided-design.
- Transportation costs outside Broward, Miami-Dade and Palm Beach counties including mileage in accordance with Section 112.061 of the Florida Statutes.

iii. **Subconsultant Fee** is defined as the amount of approved Subconsultant's invoice to ENGINEER and shall include direct labor, overhead, other direct

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

costs and potentially, other Subconsultant fees. Subconsultant fees shall include a markup of 5 percent.

9.1.4 Expert Witness Testimony (Paragraph 5.1.9): For services in court or on other engagements where ENGINEER is to appear as an expert, the fee is considered to have been earned for each day of such appearance, although the ENGINEER may not be called to testify, or, if called, may finish testifying in a fraction of a day. The fee for expert witness testimony services described herein shall be determined using the same procedure as defined above under "9.1.2. Hourly Rate."

9.1.5 Invoicing: ENGINEER shall submit monthly invoices in the format and with such backup as required by CITY. Receipts for all other direct cost items of over $50 shall be included.

9.2 The CITY shall pay ENGINEER for Services rendered within forty-five (45) calendar days from date of receipt of ENGINEER'S invoice, providing that said invoice is proper and complete. If inaccuracies, errors, or both are discovered in said invoice, CITY will inform ENGINEER immediately by phone and request revised copies of all appropriate documents.

9.3 In the event that the CITY disputes any portion of a request for payment, the CITY shall pay the undisputed portion of such request as provided herein and shall promptly notify ENGINEER of the amount in dispute and the reason therefor.

ARTICLE 10. INDEPENDENT ENGINEER

10.1 The ENGINEER, its employees and agents shall be deemed to be independent contractors and not agents or employees of the CITY and shall not attain any rights or benefits under the civil service or pension ordinances of the CITY, or any rights generally afforded to classified or unclassified employees. ENGINEER shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the CITY.

ARTICLE 11. SUBCONSULTANTS

11.1 The ENGINEER may subcontract certain items of work to one or more persons or entities with the prior written consent of the CITY. The ENGINEER shall furnish, in writing to the CITY, the names of persons or entities proposed to do work for ENGINEER. The CITY shall advise ENGINEER, in writing, of any proposed person or entity to which CITY has a reasonable objection. The ENGINEER shall not contract with a proposed person or entity to which the CITY has made a reasonable objection. If CITY objects to a person or entity proposed by ENGINEER, the ENGINEER shall propose another to whom CITY has no objection.

11.2 ENGINEER agrees and understands that: (i) any and all Subconsultants used by ENGINEER shall be paid by ENGINEER and not paid directly by the CITY; and (ii) any and all liabilities regarding payment to or use of Subconsultants for any of the work related to this AGREMENT shall be borne solely by ENGINEER.

11.3 ENGINEER shall be fully responsible to the CITY for all negligent acts and omissions of the

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Subconsultants, their persons directly or indirectly employed by its Subconsultants, persons for whose acts any of them may be liable and any other persons or organizations performing or furnishing supplies under a direct or indirect contract with ENGINEER.

11.4 Nothing in the Contract Documents shall create any contractual relationship between the CITY and any such Subconsultant, nor shall it create any obligation on the part of CITY to pay or to cause the payment of any money due any Subconsultant, supplier, employee or agent except as may otherwise be required by law.

11.5 All work performed for ENGINEER by a Subconsultant will be pursuant to an appropriate agreement between ENGINEER and the Subconsultant which specifically binds the Subconsultant to all applicable terms and conditions of the Contract Documents for the benefit of the CITY.

ARTICLE 12. DEFAULT

12.1 In the event the ENGINEER fails to comply with the provisions of this AGREEMENT, the CITY may declare the ENGINEER in default by written notification. The CITY shall have the right to terminate this AGREEMENT if the ENGINEER fails to cure the default within a reasonable period of time after receiving notice of default. If the ENGINEER fails to cure the default, the ENGINEER will only be compensated for completed professional Services. In the event partial payment has been made for such professional Services not completed, the ENGINEER shall return such sums due to the CITY within ten (10) days after notice that such sums are due. The ENGINEER understands and agrees that termination of this AGREEMENT under this section shall not release ENGINEER from any obligations accruing prior to the effective date of termination.

ARTICLE 13. ENGINEER'S NEGLIGENT ERRORS AND OMISSIONS

13.1 The ENGINEER shall be responsible for technically deficient designs, reports, or studies due to ENGINEER'S errors and omissions, and shall promptly correct or replace all such deficient design work without cost to CITY.

ARTICLE 14. RIGHT OF DECISIONS

14.1 All Services shall be performed by the ENGINEER to the reasonable satisfaction of the CITY and the standard of the industry. In cases of disagreement or ambiguity, the CITY shall decide all questions, difficulties and disputes of whatever nature which may arise under or by reason of this AGREEMENT, the prosecution and fulfillment of the Services hereunder and the character, quality, amount and value thereof. The CITY'S decisions on all claims, questions and disputes shall be final, conclusive and binding upon the PARTIES hereto unless such determination is clearly arbitrary or unreasonable.

ARTICLE 15. FORCE MAJEURE

15.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters,

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either PARTY is delayed in the performance of any act or obligation pursuant to or required by the AGREEMENT by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such PARTY is actually delayed by such Force Majeure Event. B. The PARTY seeking delay in performance shall give notice to the other PARTY specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any PARTY seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other PARTY to overcome any delay that has resulted.

ARTICLE 16. INDEMNIFICATION OF CITY

16.1 The ENGINEER shall indemnify and save the CITY, its officials, employees, representatives and agents from and against any and all claims, liabilities, losses and causes of actions including but not limited to damages to persons or property, which arise out of or in connection with ENGINEER'S Services under this AGREEMENT, to the extent caused by the negligent acts, errors, or omissions or the wrongful misconduct of the ENGINEER, its agents, servants or employees in the performance of Services under this AGREEMENT. The covenants and representations relating to this indemnification provision shall survive the term of this AGREEMENT and continue in full force and effect as to ENGINEER's responsibility to indemnify the CITY.

16.2 Nothing contained in this section or elsewhere in this AGREEMENT is in any way intended to be a waiver of the limitation placed upon the CITY'S liability as set forth in Section 768.28, Florida Statutes. Additionally, the CITY does not waive its sovereign immunity.

ARTICLE 17. INSURANCE

17.1 ENGINEER shall provide, pay for, and maintain in force at all times during the term of the AGREEMENT, such insurance, including professional liability insurance, worker's compensation insurance, and comprehensive general liability insurance, as stated below:

17.1.1 Professional Liability Insurance with minimum limits of liability of Five Million Dollars ($5,000,000.00). The Certificate of Insurance shall reference this project.

17.1.2 Worker's Compensation Insurance in compliance with the applicable state and federal laws.

17.1.3 Comprehensive General Liability Insurance including contractual with minimum limits of One Million Dollars ($1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. The CITY is to be named as an "additional insured".

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

17.1.4 The ENGINEER shall provide the Risk Manager of the CITY with a Certificate of Insurance for the required policies. All certificates shall state that the CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy. Insurance policies provided in this ARTICLE shall not be affected by any other policy of insurance which the CITY may carry in its own name or affected by the CITY's self insurance program.

ARTICLE 18. WARRANTY

18.1 The ENGINEER warrants that the Services to be rendered pursuant to this AGREEMENT shall be performed in accordance with the standards customarily provided by an experienced and competent professional engineering organization rendering the same or similar Services. The ENGINEER shall perform any such Services which were not performed in accordance with this standard after notification in writing from the CITY of the nonconforming Services. The ENGINEER will perform remedial Services at its own cost.

ARTICLE 19. EXAMINATION OF RECORDS

19.1 ENGINEER will keep adequate records and supporting documentation which concern or reflect its Services hereunder. The ENGINEER shall maintain records and accounts on a generally recognized accounting basis to support all charges billed to the CITY. The records and documentation will be retained by ENGINEER for a minimum of five (5) years from the date of termination of this AGREEMENT or the date the Service is completed, whichever is later. CITY, or any duly authorized agents or representatives of CITY, shall have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this AGREEMENT and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

ARTICLE 20. OWNERSHIP OF DOCUMENTS

20.1 All documents developed by ENGINEER under this AGREEMENT shall be delivered to the CITY by the ENGINEER upon completion of the Services and shall become property of the CITY, without restriction or limitation of its use. The CITY assumes the risk of reuse of documents developed by the ENGINEER upon delivery and after completion of Services. The ENGINEER agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, Chapter 119, Florida Statutes. In the event the AGREEMENT is terminated, ENGINEER agrees to provide the CITY all such documents within 10 days from the date the AGREEMENT is terminated.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

20.2 It is further understood by and between the PARTIES that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the CITY to the ENGINEER pursuant to this AGREEMENT shall at all times remain the property of the CITY and shall not be used by the ENGINEER for any other purposes whatsoever without the written consent of the CITY.

ARTICLE 21. NOTICES

21.1 All notices, demands, correspondence and other communications between the PARTIES shall be deemed sufficiently given under the terms of this AGREEMENT when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows or as the same may be changed from time to time:

FOR CITY:
City of North Miami
776 N.E.125th Street
North Miami, Florida 33161
Attention: Public Works Director
Telephone No.: (305) 893-6511

With copy to:
City of North Miami
776 N.E.125th Street
North Miami, Florida 33161
Attention: City Attorney
Telephone No.: (305) 895-9810

FOR ENGINEER:
Patrick A. Davis, P.E.
Vice President and Project Director
4000 Hollywood Boulevard, Suite 750N
Hollywood, Florida 33021
Telephone No.: (954) 987-0066

ARTICLE 22. GOVERNING LAW & VENUE

22.1 This AGREEMENT shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this AGREEMENT, shall be in Miami-Dade County, Florida.

ARTICLE 23. ASSIGNMENT OF AGREEMENT

23.1 The duties and obligations undertaken by the ENGINEER pursuant to this AGREEMENT shall not be delegated or assigned to any person or firm unless the CITY shall first consent in writing to the assignment.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

ARTICLE 24. TAXES AND FEES

24.1 The ENGINEER shall pay any applicable sales, consumer, use or other taxes and fees required by law.

ARTICLE 25. SEVERABILITY

25.1 If any part, terms, or provisions of this AGREEMENT shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this AGREEMENT, the validity of the remaining portions or provisions shall not be affected thereby. The CITY and ENGINEER will in good faith attempt to replace an invalid or unenforceable clause with one that is valid and enforceable.

ARTICLE 26. ALL PRIOR AGREEMENTS SUPERSEDED

26.1 This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the PARTIES agree that there are no commitments, agreements or understandings concerning this subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms thereof shall be predicated upon any prior representations or agreements whether oral or written.

ARTICLE 27. AWARD OF AGREEMENT

27.1 The ENGINEER warrants that it has not employed or retained any person employed by the CITY to solicit or secure this AGREEMENT and that it has not offered to pay, paid, or agreed to pay any person employed by the CITY any fee, commission, percentage, or gift of any kind contingent upon or resulting from the award of this AGREEMENT.

ARTICLE 28. CONFLICT OF INTEREST

28.1 The ENGINEER covenants that no elected official, civil servant, employee, agent or independent ENGINEER who presently exercises any functions or responsibilities on behalf of the CITY, has any personal financial interest, direct or indirect, with the ENGINEER. The ENGINEER further covenants that, in the performance of the AGREEMENT, no person having such conflicting interest shall be employed. Any such interest on the part of the ENGINEER or its employees must be disclosed in writing to the CITY immediately upon discovery.

ARTICLE 29. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

29.1 The ENGINEER shall comply with all applicable laws, ordinances, codes, rules, and regulations of federal, state and local governments.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

ARTICLE 30. NONDISCRIMINATION

30.1 The ENGINEER agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this AGREEMENT.

ARTICLE 31. ENTIRE AGREEMENT

31.1 This AGREEMENT and its attachments and exhibits constitute the sole and only agreement of the PARTIES and accurately sets forth the rights, duties and obligations of each to the other. Any prior agreements, promises, negotiations or representations not expressly set forth in this AGREEMENT are of no force and effect.

ARTICLE 32. AMENDMENTS

32.1 No amendments or modifications to this AGREEMENT shall be binding on either PARTY unless in writing and executed by the PARTIES.

ARTICLE 33. FURTHER ASSURANCES

33.1 When, in the opinion of the CITY, reasonable grounds for uncertainty exists with respect to ENGINEER'S ability to perform any portion of Services required in this AGREEMENT, the CITY may request that the ENGINEER, within a reasonable time frame, provide adequate assurances to the CITY in writing of ENGINEER'S ability to perform in accordance with terms of this AGREEMENT. In the event that the ENGINEER fails to provide the CITY the requested assurances within the prescribed time frame, the CITY will treat such failure as a breach of this AGREEMENT.

ARTICLE 34. NON-EXCLUSIVE

34.1 The professional Services to be provided by the ENGINEER pursuant to this AGREEMENT shall be non-exclusive, and nothing herein shall preclude the CITY from engaging other firms to perform professional Services.

ARTICLE 35. SUCCESSORS AND ASSIGNS

35.1 This AGREEMENT shall be biding upon the PARTIES herein, their heirs, executors, legal representatives, successors and assigns.

ARTICLE 36. COUNTERPARTS

36.1 This AGREEMENT may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same AGREEMENT.

[The remainder of this page is intentionally left blank.]

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT by their respective proper officers duly authorized the day and year first written above.

CITY

ATTEST:

Alix Desulme
City Clerk

CITY OF NORTH MIAMI

Clarance Patterson
City Manager

Patricia A. Carney, PE, BCEE

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

V. Lynn Whitfield
City Attorney

ENGINEER

ATTEST:

Gary W. Bors
Vice President

HAZEN AND SAWYER, P.C.

James T. Cowgill
Vice President

Patrick A. Davis
Corporate Secretary

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

STATE OF FLORIDA:
COUNTY OF MIAMI-DADE:

The foregoing instrument was acknowledged before me this 31st day of August 2008, by James J. Cowgill and Patrick J. Davis as Vice President and Corporate Secretary respectively, of HAZEN AND SAWYER, P.C., a New York corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did not (did) take an oath.

(SEAL)

Annie A. Brown
Notary Public,

State of Florida
(Signature of Notary Taking Acknowledgement)

ANNIE A. BROWN
Name of Notary Typed,
Printed or Stamped
My Commission Expires: 2/28/2011

DD645360
Commission Number

ANNIE A. BROWN
MY COMMISSION # DD 645360
EXPIRES: February 28, 2011
Bonded Thru Notary Public Underwriters

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

EXHIBIT "A"

ENGINEER's WORK ORDERS

It is anticipated that the Services under this Agreement will be performed in accordance with a series of Work Orders. Each Work Order will include a detailed Scope of Work, List of Deliverables, Schedule and Compensation. The anticipated Work Orders are summarized below. Each Work Order will be approved by the CITY individually, in writing. The CITY's approval will constitute notice to proceed.

Work Order 1 - Preliminary Engineering and Basis of Design – This work order may consist of Preliminary Engineering including data gathering, a project kickoff meeting, long term water supply plan review and finalization, if required, assistance with finalization of the CITY s Water Use Permit, meetings with regulatory agencies, water distribution system modeling, modeling of the Biscayne Aquifer wellfield raw water transmission system and a design preferences workshop. Preparation of a Basis of Design Report (BODR) (15% design) is also included in this work order. The BODR will identify the design and permitting requirements to rehabilitate the existing lime softening plant and associated Biscayne Aquifer well pumps and transmission piping, and construct the ground storage and booster pumping system at Biscayne Landing as an addition to the existing facility. The BODR will outline criteria for final design and provide preliminary cost and construction schedules.

Work Order 2 - Design and Construction Management Services for Biscayne Aquifer Wells - This work order will include the preparation of drawings and performance specifications for redeveloping, testing and geophysical logging for the Biscayne Aquifer wells. Design of wellhead surface facilities (i.e., pumps, controls, electrical) along with conveyance piping will be included in a separate work order.

Work Order 3 – Site Plan Approval Assistance - In order to design and construct the proposed plant rehabilitation and ground storage tank and booster pump station, initial site plan approval may need to be obtained for the planned improvements. This work order will provide for engineering services to prepare and issue conceptual drawings for the five (5) sites on which improvements will be located.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Work Order No. 4 and 5 – Design and Construction Management of Refurbishment of Biscayne Aquifer Wellfield Transmission Piping – This work order includes engineering services for the design, permitting, bidding and observation during construction for replacing existing raw water piping associated with the existing Biscayne Aquifer wells.

Work Order No. 6 –Improvements to Existing Lime Plant - The engineering services to be provided by ENGINEER to the CITY under this work order consists of design, permitting, and bidding services for improvements to the existing lime softening facility.. The design of the lime softening improvements will be summarized in the BODR but is anticipated to consist of the following major elements: accelator corrosion repair, walkway replacement, mechanical replacements, sludge system – decant pump replacement, submersible pump station, belt filter press, filter gallery valve replacements, flow meter replacements, filter media/valve/piping replacements, painting, electrical, and instrumentation, backwash system addition of flow control and variable speed backwash pumps, surface wash pumps, and, transfer and high service pump replacement.

Work Order No. 7 –Services During Construction for Improvements to Existing Lime Plant - The construction management services to be provided by ENGINEER to the CITY under this work order include project coordination and general correspondence with the CITY, Construction Contractor, subcontractors, subconsultants, and permitting agencies, monthly meetings with the CITY to review and discuss project progress and status, Contract Interpretations and Clarifications, Change Orders, Submittal review including Pay Requests, Shop Drawings and Schedule, Resident Project Representative and Field Inspection, Witness Testing, Materiel Testing, Control System Integration, Startup and Verification, Substantial Completion Inspections, Project Close out services, Record Drawings, Project Certifications, and Operations and Maintenance Manual preparation.

Work Order No. 8 – Booster Pump Station and Ground Storage Tank Detailed Design and Construction Services - This work order will include the necessary engineering services required for the design, permitting, bidding and observation during construction of a new 5.0 million gallon ground storage tank and booster pump station to be located at Biscayne Landings.

Work Order No. 9 – Stimulus and Other Funding Assistance - Services provided under this work order will include the following: preparation of screening reports, preparation of grant proposals for

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

traditional and stimulus funding sources, preparation of legislative funding reports, and grant presentations and workshops. The screening report will consist of a review of all agency and legislative funding programs that could possibly be used for a project or project component. The purpose of this activity is to determine which existing water related agency funding programs may be used by the CITY, the approximate amount of assistance that may be available and the advantages and disadvantages of each funding program. This information will be incorporated into the proposed Legislative Funding Request Package to show the City's Congressional Delegation, State Representatives and their staffs that the City has explored all available funding sources before requesting a congressional grant. ENGINEER will attend up to workshop sessions with the CITY staff to determine the nature, scope, project makeup, and the cost of implementation of the project or project components to be included in the grant package and prepare a grant proposal for the components determined during screening and workshop.

Work Order No. 10 – Public Involvement- To be determined.

While every effort has been made to anticipate the required scope for each work order, it is anticipated that re-negotiation of one or more of the above list of work orders, or deletion and addition of work orders may occur, including but not limited to addition of work orders related to the design and construction management of additional treatment plant capacity via this or another treatment process.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

EXHIBIT "B"

STANDARD HOURLY DIRECT LABOR COST AGREEMENT [2]

(July 2009 through June 2010)

ENGINEER:

Item	Description of Payroll Category	Average Hourly Direct Labor Cost [1]	Maximum Hourly Direct Labor Cost [1]
1	Vice President	$67.07	$73.63
2	Senior Associate	$58.96	$70.35
3	Associate	$49.81	$53.41
4	Senior Principal Engineer	$41.57	$46.85
5	Principal Engineer	$37.71	$41.35
6	Principal Scientist	$38.06	$39.59
7	Assistant Engineer	$34.75	$39.81
8	Scientist	$29.16	$29.62
9	Senior Principal Designer	$42.30	$50.52
10	Principal Designer	$35.41	$37.64
11	Senior Designer	$29.79	$36.06
12	Drafter	$26.17	$26.12
13	Technician	$18.72	$32.42
14	Field Coordinator	$43.89	$49.04
15	Field Inspector	$27.33	$29.48
16	Secretary / Office Support	$23.52	$49.13
17	Intern	$15.00	$19.00

(1) *Billing rates will be calculated using actual direct salary times a 3.18 multiplier and are subject to adjustment as noted in ARTICLE 9 of the Agreement.*

(2) *These rates will be adjusted each July 1.*

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Hazen and Sawyer
4000 Hollywood Boulevard, Suite 750N • Hollywood, FL 33021 • 954.987.0066

SCOPE OF SERVICES

North Miami Winson WTP Rehabilitation

WORK ORDER No. 6
June 28, 2018

BACKGROUND

On August 31, 2009, the City of North Miami (CITY) Council authorized an agreement with Hazen and Sawyer (CONSULTANT), for the provision of consultant services associated with the Winson Water Treatment Plant (WTP).

The City retained Hazen in 2012 to design rehabilitation to the Winson WTP (Bid Package 3). The design was completed in 2013. The City retained Hazen in 2015 to design two new aboveground storage tanks at the Winson WTP (Bid Package 4). The design was advanced to 90% in 2016.

CONSULTANT shall integrate the Bid Package 3 (BP3) and Bid Package 4 (BP4) drawings and specifications into a single set of bid documents. The current designs are based on the storage tanks from BP4 going into service following completion of the construction of all elements of BP3. Due to the condition of the existing tanks, the CITY wants the new storage tanks from BP4 to be placed in service, as soon as possible, while the construction of BP3 project elements are ongoing. As a result, the design drawings and specifications must be revised to achieve the requested construction sequence.

The scope of services to be performed under this Work Order includes performing design services to complete the design of BP4 and performing design revisions and updates required for coordination and integration of the Winson WTP improvements and the proposed storage tanks prior to bid. Other services include review of current permitting requirements and modifications to design documents that may be required as a result of permitting changes, permitting assistance, bidding assistance, construction management services including Florida State Revolving Fund (SRF) reporting and production of a plant operations and maintenance manual.

SCOPE OF SERVICES

TASK 1 – DESIGN DOCUMENTS UPDATE

Integrate Design Documents

CONSULTANT shall integrate the BP3 and BP4 design documents to create a single set of documents for permitting and bidding. The set of documents for permitting and bidding will include multiple volumes of plans and specifications.

Design Revisions

CONSULTANT shall finalize the design of the storage tanks, which is currently advanced to 90% design. CONSULTANT shall review and update the WTP improvements and the storage tanks design documents to reflect any design changes required to accommodate an earlier construction and startup of the proposed storage tanks and for coordination between the two facilities. The design revisions could involve civil, mechanical, electrical, structural, instrumentation and controls and other disciplines. CONSULTANT shall also review and implement necessary design revisions, as a result of changes in regulatory requirements and construction codes, to meet current permitting requirements.

The design documents updates will include the CITY's standard front-end bidding requirements. It is assumed that CONSULTANT shall utilize front-end documents provided electronically by the CITY in Microsoft Word.

CONSULTANT shall use the updated design documents as the Permit set documents for construction permits. CONSULTANT will incorporate comments received from permitting agencies to produce the Bid

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

documents.

CONSULTANT shall submit an updated Class 3 construction cost estimate as defined by AACE International (per Recommended Practices 18R-97) with the Bid documents. The cost estimate should have an expected accuracy range of +15% to -10%.

Task 1 Deliverables:

1. Final Design Submittal: CONSULTANT shall provide the CITY with one electronic copy (PDF format) of the final design documents (plans and technical specifications). CONSULTANT shall also provide the CITY with the AutoCAD electronic version of the drawings on compact disk. Full size drawings shall be 22-inch by 34-inch.

2. Construction Cost Estimate: CONSULTANT shall submit an updated Class 3 construction cost estimate as defined by AACE International with the Bid documents submittal.

TASK 2 – PERMITTING SERVICES

CONSULTANT shall prepare signed and sealed drawing sets, permit applications, inclusive of requisite documents and design data as may be required to procure approvals from governmental authorities having jurisdiction over the project.

CONSULTANT shall participate in meetings, submissions, resubmissions and negotiations with such authorities. The CITY will attend meetings with governmental authorities as deemed necessary to assist with permit procurement. CONSULTANT shall respond to comments by governmental authorities within ten (10) working days of receipt of comments. The following governmental authorities that have or may have jurisdiction over the Project have been identified as follows:

- Miami-Dade Department of Health (for the Florida Department of Environmental Protection) – Application for a Specific Permit to Construct PWS Components (both WTP site and Storage Tank site)
- City of North Miami Building Department (courtesy review)
- Miami-Dade Fire Department (required by North Miami Building Department)
- Florida Department of Environmental Protection – Notice of Intent to Use Generic Permit for Stormwater Discharge (both WTP site and Storage Tank site)
- Florida Department of Environmental Protection – Environmental Resource Permit (ERP) Self-Certification (both WTP site and Storage Tank site)
- Florida Department of Environmental Protection – Notification/Application for Constructing a Domestic Wastewater Collection/Transmission System (New Administration Building and Waste Lime Sludge Pump Station)
- Miami-Dade County Department of Permitting, Environment and Regulatory Affairs – Drainage Permitting
- Miami-Dade Water and Sewer Department – Sewer Capacity Certification Letter
- The North Miami Development Review Committee (DRC) has been completed by the City

CONSULTANT shall attend up to one (1) pre-application meeting with each of these agencies for the purpose of reviewing the specific details required for submittal of the permit application(s). This information will be incorporated and used in the preparation of the permit applications. CONSULTANT

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

shall prepare meeting minutes for each meeting to document requests and summarize decisions made during the meetings.

The CITY recognizes that the time period for obtaining permits is beyond the control of CONSULTANT. The CITY will pay all permit fees to regulatory agencies.

Task 2 Deliverables:

1. Prepare signed and sealed permit applications for the noted agencies, if needed.
2. Prepare signed and sealed sets of drawings as required for submittal to the permitting agencies.
3. Participate in one (1) pre-application meeting with each agency having jurisdiction over the Project.
4. Respond to up to two (2) agency requests for information (RFI) for each permit application.
5. Participate in up to one (1) meeting per permit application to resolve permitting issues.

TASK 3 – BID SERVICES

In general, the CITY will handle the advertising, distribution, sale and maintenance of records of sale for the Bid Documents related to the rehabilitation of the WTP and construction of the new storage tanks.

Pre-Bid Conference: CONSULTANT shall attend one Pre-Bid Conference with the CITY and potential Bidders. CONSULTANT will electronically issue minutes of the issues discussed at the pre-Bid Conference to the CITY for subsequent distribution to prospective bidders.

Addenda Issuance: CONSULTANT shall provide timely responses to reasonable inquiries from prospective bidders, as may be received and forwarded to CONSULTANT by the CITY, via written addenda interpreting and/or clarifying the bid documents. CONSULTANT shall forward, via e-mail digital files of the addenda documents to the CITY. The CITY will issue the addenda to prospective bidders. Up to three (3) addenda are assumed.

Bid Evaluation: CONSULTANT shall attend one bid opening. The CITY will determine responsiveness of each bid and furnish CONSULTANT with a bid tabulation and the completed bid form(s) for the bidder that the CITY determines to be the apparent low and responsive bidder. CONSULTANT will review this submittal and provide a letter of recommendation to the CITY with respect to the award of contract.

This scope of services includes no allowance for CONSULTANT time to assist the CITY in the event of a bid protest.

Contract Award: CONSULTANT shall provide five (5) sets of Bid Documents for execution by CITY and the successful bidder within five calendar days of request by CITY.

Task 3 Deliverables:

1. Attend and participate in one Pre-bid Conference and Bid Opening. CONSULTANT shall electronically issue meeting minutes to CITY, for distribution to potential bidders.
2. Respond to reasonable questions from prospective bidders and prepare up to two Addenda accordingly. Forward Addenda in electronic format to the CITY for distribution to potential bidders
3. Prepare five (5) sets of Bid Documents for execution.
4. Prepare and forward a letter of recommendation to the CITY with respect to the award of contract and attend a council meeting.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

5. Provide the CITY with one electronic copy (PDF format) of the bid documents and addenda, and the AutoCAD electronic version of the bid drawings on compact disk.

6. Provide an updated construction cost estimate prior to bid.

TASK 4 – ENGINEERING SERVICES DURING CONSTRUCTION

CONSULTANT shall perform the following tasks associated with office administration and field observation activities related to the construction of both the rehabilitation of the WTP and the new storage tanks projects during a 24-month construction phase.

Subtask 4.1 – Pre-Construction Conference

CONSULTANT shall conduct a preconstruction conference attended by representatives of CITY and by the Construction Contractor. CONSULTANT shall provide the attendees with a written summary of the meeting which will be distributed electronically. This Scope of Services represents an expected level of effort of about 20 hours of services.

Subtask 4.2 – Construction Management Services

CONSULTANT shall provide necessary services for the management of the project during the construction phase. Such management activities shall include coordination and general correspondence with the CITY, Construction Contractor and subcontractors, as well as handling and processing of submittals received from the construction Contractor. This task also includes requests for contract interpretations and clarifications required by the Construction Contractor which do not result in the submittal of formal Requests for Information. This Scope of Services represents an expected level of effort of about 832 hours of services.

Subtask 4.3 – Contract Interpretations and Clarifications

CONSULTANT shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. For purposes of estimating level of effort associated with this sub task, it is assumed that two hundred thirty-four (234) requests for information will be addressed by CONSULTANT. Non-technical administrative interpretations will be issued by CITY. This Scope of Services represents an expected level of effort of about 936 hours of services.

Subtask 4.4 – Change Orders

CONSULTANT shall provide technical input for requests for routine project cost and/or schedule changes from the construction Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by CITY after the project bid date. CONSULTANT shall evaluate the impact of the change request in terms of project cost and schedule. CONSULTANT shall prepare a recommendation of the change order request. CONSULTANT analysis of the change request shall be forwarded to the CITY for processing. This Scope of Services has been based upon the preparation of thirty-six (36) change orders. This Scope of Services represents an expected level of effort of about 288 hours of services. It is noted that CONSULTANT Scope of Services does not include claims analysis or litigation support.

Subtask 4.5 – Pay Requests

CONSULTANT shall review applications for payment and accompanying data, determine the amounts owed, and recommend approval of payments due the Construction Contractor. It is understood that CONSULTANT's recommendation of any payment requested in an application for payment constitutes a representation by CONSULTANT to the CITY, based on CONSULTANT's on-site observations of construction in progress as an experienced and qualified professional and on the CONSULTANT's review of the application for payment and the accompanying data and schedules, that construction has progressed to the point indicated. In addition, it is understood that to the best of the CONSULTANT's knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Construction Contractor is due the amount recommended. For the purposes of estimating the level of effort associated with this subtask, it is assumed that the CONSULTANT shall review up to 25 pay requests. This Scope of Services represents an expected level of effort of about 100 hours of services.

Subtask 4.6 – Shop Drawings

CONSULTANT shall log, track, review and process shop drawings and any other submittals which the Construction Contractor is required to submit within twenty-one (21) working days of receipt of the submittal except for special items requiring longer review time if so noted in the Construction Contract Documents. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. CONSULTANT shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This Scope of Services has been based upon the CONSULTANT reviewing and processing a maximum of 470 submittals, including resubmittals. This Scope of Services represents an expected level of effort up to 3,290 hours of CONSULTANT services.

Subtask 4.7 – Construction Progress Meetings

Approximately twice per month (up to a maximum of 48 meetings), CONSULTANT shall conduct a progress meeting with the Construction Contractor and the CITY to review project status and identify issues that may affect the project schedule. CONSULTANT shall provide CITY with a written summary of each progress meeting which will be distributed electronically to the attendees. This Scope of Services represents an expected level of effort of about 508 hours of services.

Subtask 4.8 – Field Observation Services

CONSULTANT shall provide an inspector to assist the CITY in the field observation services of the proposed Work. This Scope of Services has been based upon observation as required for a 24-month period. The CONSULTANT inspector shall perform the following duties and responsibilities, up to the limitations of the inspection hours defined in this contract (4,160 hours):

- Serve as the construction liaison, working primarily with the Construction Contractor's superintendent(s) and plant staff.
- Conduct on-site observations of construction in progress to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Construction Contractor whenever the he/she believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the CITY before equipment start-up and operator training is conducted by the Construction Contractor.
- Observe, record, and report appropriate details relative to testing and start-up procedures.
- Review applications for payment with the Construction Contractor for accuracy, back-up detail and completeness.
- During construction, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Construction Contractor are applicable to the items actually installed.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

- Attend pre-construction conference, progress meetings and other job conferences.
- Before issuance of a determination of substantial completion, prepare a list of items requiring completion or correction, in concert with the CITY. Participate in the final inspection.
- Coordinate with the CITY and Construction Contractor for necessary shutdowns and interruptions of CITY facilities.

It is important to note that in performance of the duties noted herein, the inspector shall not:

- Undertake any of the responsibilities of Construction Contractor or its subcontractors, nor direct any of their work.
- Advise on or issue directions pertaining to any aspect of the means, method, techniques, sequences or procedures of construction unless such is specifically called for in the Contract Documents.
- Advise on, or issue directions about, safety precautions and programs related to the Construction Contractor's Work.
- Approve any interruptions or modification of CITY's facilities without the approval of CITY.

Subtask 4.9 – Control System Implementation Management Services

Services included in this subtask pertain to the startup of the new plant control system. CONSULTANT shall provide system implementation management services including, technical review of control system operator work station software installation, database configuration, alarm and data reporting development, and related technical services. CONSULTANT shall review and coordinate control strategies, data communications, operator work station human machine interface (HMI) graphic displays, as well as daily, monthly, and other reports in conjunction with plant operations staff to ensure the completed system specifically addresses the needs of CITY.

This task includes operational testing of the instruments, controls and remote telemetry system. Testing shall include the following:

- Confirm instrument calibration and obtain copies of contractor calibration sheets;
- Witness signal loop checks;
- Witness control strategies tests;
- Witness communication system tests;
- Witness proper functioning of operator work station HMI graphic displays; and
- Review function of daily, monthly, and other specified reports.

This Scope of Services represents an expected level of effort of about 128 hours of services. If additional hours of engineering services are found to be necessary and are requested by CITY, the additional services shall be provided by an authorized Work Order Amendment or a new Work Order, as appropriate.

Subtask 4.10 – On-site Start-up Services and Testing

CONSULTANT shall participate in start-up activities and testing at the start-up phase of the project. CONSULTANT shall provide specialist(s) experienced in lime softening water treatment plant startups to

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

oversee the startup activities. The number and discipline of the startup specialists provided is dependent upon the system being started up or the equipment/system component being tested. CONSULTANT shall provide oversight during field functional testing of individual components as follows:

- Raw water supply wells
- Lime Softening treatment unit
- Finished water transfer pumps
- Finished water backwash pumps
- Finished high service pumps
- Chemical facilities (fluoride, sodium hypochlorite, ammonia, polymer, anti-coagulant)
- Lime slakers
- Finished water storage tanks
- Interim chemical facilities
- Backwash basin decant pumps
- Backwash basin sludge pumps
- Waste lime sludge pump station
- Sample pumps and analyzers
- Main electrical equipment (switchgear, boards, motor control centers, transfer switch, etc)
- HVAC System

This Scope of Services represents an expected level of effort of about 880 hours of services.

Subtask 4.11 – Factory Tests

CONSULTANT shall attend equipment tests and plant control system factory equipment demonstrations to assist in determining compliance of equipment to be supplied with the Contract Documents.

CONSULTANT shall document the observation of the factory test in a memorandum.

Per diem and travel expenses shall include usual, ordinary and incidental expenditures necessarily incurred by the traveler.

This Scope of Services represents an expected level of effort of about 104 hours of services. If additional hours of engineering services are found to be necessary and are requested by CITY, the additional services shall be provided by an authorized Work Order Amendment or a new Work Order, as appropriate. A breakdown of this time is provided below.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Hazen

Factory Test	Assumption	Labor Hours
High Service Pumps	one five-day trip for one engineer	40
Control System Factory Test	one ten-day trip for one engineer	80
	TOTAL	120

CONSULTANT shall document the observation of the factory test in a memorandum.

Subtask 4.12 – Discipline Observations

CONSULTANT shall furnish the periodic services of discipline professionals (architects, civil engineers, environmental engineers, mechanical engineers, electrical engineers, structural engineers, HVAC engineers and instrumentation engineers) during construction to perform specialized inspections associated with work and compliance reporting in accordance with regulating requirements. This Scope of Services represents an expected level of effort of about 900 hours of services.

Discipline observation labor is based upon performing the observations associated with compliance with the Miami-Dade Department of Health and Building Department construction permit requirements.

Subtask 4.13 – Project Close-Out Assistance

Upon receiving notice from the Construction Contractor that the project is substantially complete, CONSULTANT, in conjunction with appropriate CITY staff, shall develop a "punch list" of the project. The "punch list" shall include items needing completion or correction prior to consideration of final acceptance. CONSULTANT shall develop the list with assistance from CITY. The list shall be forwarded to the Construction Contractor by the CITY. Upon notification from the Construction Contractor that all remaining "punch list" items have been resolved, CONSULTANT, in conjunction with appropriate CITY staff, shall perform a final review of the finished project. Based on successful completion of all outstanding work items by the Construction Contractor, CONSULTANT shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies. This Scope of Services represents an expected level of effort of about 288 hours of services.

Subtask 4.14 – Record Drawings

CONSULTANT shall prepare and distribute to the CITY within thirty (30) days of the date of receipt of marked-up, red-lined field drawings from the Construction Contractor, five sets of 22-inch by 34-inch signed and sealed record drawing prints. CONSULTANT shall also deliver the AutoCAD electronic version of the record drawings on compact disk. The record drawings shall incorporate those changes made during the construction process, based on the marked-up prints, drawings and other data furnished by the Construction Contractor to CONSULTANT. This Scope of Services represents an expected level of effort of about 1,800 hours of services.

Subtask 4.15 – SRF Assistance Services

CONSULTANT shall perform the following tasks associated with the Florida Department of Environmental Protection (FDEP) State Revolving Loan Fund (SRF) program during a 24-month construction phase.

CONSULTANT shall provide services in support of recurrent activities associated to the construction loan as required by the Florida Department of Environmental Protection (FDEP) State Revolving Loan Fund (SRF) program. The proposed services shall follow the requirements stated in section 62-552 of the Florida Administrative Code for the rehabilitation of the WTP and the new storage tanks projects.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

The scope of services include providing assistance during the construction phase and providing assistance during the close-out phase of the project. The specific subtasks associated with this scope of work are described below.

- Administration during Construction – CONSULTANT shall provide contract administration services during construction to insure funding requirements are being met. CITY will retain on-site construction engineering inspection to assure project is being built in accordance to plans and specifications. As part of the construction administration services, CONSULTANT shall perform the following with an expected level of effort of about 24 hours of services per month:
    - Perform monthly inspection visits and certifications to verify that the project is being performed in compliance with SRF requirements.
    - Provide CITY with monthly documentation of on-site visits.
    - Perform on-site interviews with subcontractors to verify compliance with Davis-Bacon requirements.
    - Review Contractor pay applications and associated documents for compliance with Davis Bacon requirements and conduct spot checks of payroll data to verify that Contractors are paying the appropriate wages. Verify evidence of fringe benefit plans and payments.
    - Review Contractor use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by US. Department of labor or the State.
    - Assist CITY with development of file system that includes all SRF funding required documents.
    - Provide assistance to CITY with amendments to loan agreement that may be required associated with any Change Orders or Field Change Orders that may occur during construction.
    - Assist CITY with inspection visits by regulatory personnel and development of record system for maintaining all required project documents for associated project.
    - Provide assistance to document compliance of American Iron and Steel (AIS) provisions including review of product documentation, preparation of a product worksheet, certification of compliance and record keeping.
- Administration during Construction Close-out – CONSULTANT shall provide documentation of construction completion to funding agency. CONSULTANT shall verify all documentation is in place and loan repayment accounts have been set-up. CONSULTANT shall assist CITY with contract close-out after completion of project including final project walk-through by FDEP. The expected level of effort for this activity is about 40 hours.

The SRF assistance Scope of Services represents an expected level of effort of about 616 hours of services.

TASK 5 – SRF ASSISTANCE ADDITIONAL SERVICES ALLOWANCE

CONSULTANT shall provide additional services, as authorized by the CITY, which may arise during the course of the work that are consistent with the intent of the original work order; but were not envisioned as part of the original scope of work.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Hazen

TASK 6 – OPERATION AND MAINTENANCE MANUAL

CONSULTANT shall prepare bound and indexed equipment manufacturer manuals per the requirements of Florida Administrative Code 62-555.350(13).

Task 6 Deliverables:

1. CONSULTANT shall submit two hard copies of the bound and indexed equipment manufacturer manuals. CONSULTANT shall provide the CITY with one electronic copy (PDF format) of the bound and indexed equipment manufacturer manuals. The PDF electronic copy shall be searchable.

ASSUMPTIONS

The following assumptions were made in preparation of the above scope:

1. City to provide the Front End documents to Hazen. Hazen will edit the Front End documents to make them consistent with contract duration, contractor qualifications and schedule requirements of this project. The revised Front End documents will be included with the final bid set.
2. The Contractor will pay for all water quality sampling and analyses required by the contract documents and/or permits. The Contractor will be responsible for procurement of water quality testing laboratory services.
3. The Contractor will pay for all materials testing (i.e., concrete cylinders analyses, etc.) required by the contract documents and/or permits. The Contractor will be responsible for procurement of material testing laboratory services.
4. Fifteen calendar days of design review time for CITY have been provided for in CONSULTANT's time of performance.
5. A survey or a geotechnical report is assumed to not be required for permitting.
6. The design documents will be prepared as one bid package with multiple volumes.
7. Litigation and claims services are not included in this work authorization.
8. Numbering of technical specification sections shall follow CONSULTANT's normal practice.
9. The construction period is assumed to be 730 calendar days.
10. CONSULTANT shall not be responsible for the acts or omissions of any Contractor, any subcontractor or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
11. CONSULTANT shall not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto. CONSULTANT shall issue technical instructions to the Contractor and shall interpret all technical requirements of the contract documents.
12. The selected Contractor will maintain full responsibility for meeting safety and environmental regulations and conditions.
13. CITY shall prepare all SRF loan applications and provide to CONSULTANT
14. CITY shall make CITY-owned facilities available for site visits and provide personnel, if required.
15. Development of owner- direct purchase equipment procurement documents is not included.

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Hazen

16. SRF assistance during auditing is not included. Additional SRF assistance services can be provided through the included SRF allowance task.
17. SRF record retention is responsibility of the Owner.

SCHEDULE OF COMPLETION

The Schedule for the major work tasks is summarized below.

Task	Description	Duration for task/subtask (days)	Calendar Days From Notice To Proceed
1	Design Documents Update	120	120
2	Permitting	90	210
3	Bid Services	60	270
4	Engineering Services During Construction	730	1,000
5	SRF Assistance Additional Services Allowance	730	1,000
6	Operations and Maintenance Manual	120	1,120

COMPENSATION

Compensation shall be made to CONSULTANT as indicated in the table below.

Task	Description	Compensation Type	Estimated Fee
1	Design Documents Update	Not to Exceed	$98,200
2	Permitting	Not to Exceed	$35,300
3	Bid Services	Not to Exceed	$25,000
4	Engineering Services During Construction	Not to Exceed	$2,724,200
5	SRF Assistance Additional Services Allowance	Not to Exceed	$20,000
6	Operations and Maintenance Manual	Not to Exceed	$25,900
099	Expenses	Not to Exceed	$15,000
	TOTAL		**$2,943,600**

DocuSign Envelope ID: EEB29CC4-0BE8-4211-AD7E-AA4D55CCAD5E

Hazen

AUTHORIZATION - HAZEN AND SAWYER, P.C.

Accepted: Patricia A. Carney, P.E..
Vice President

Date: