

THIS AGREEMENT ("Agreement") is made and entered into this 23rd day of February, 2016, by and between the CITY OF NORTH PORT, a municipal corporation of the State of Florida, hereinafter referred to as the "CITY" and HAZEN AND SAWYER, P.C., 7334 Delainey Court, Sarasota, FL 34240 a New York corporation authorized to transact business in the State of Florida, hereinafter referred to as "CONSULTANT."

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to diligently and timely perform services for the CITY relating to Professional Engineering Services as identified in the Request for Proposal No. 2016-21 and Consultant's proposal submitted January 5, 2016. The overall Scope of Services is described in Attachment A with detailed tasks and associated fees in Attachment B.
- B. This Agreement shall commence immediately upon the execution of the Agreement by both the City and the Consultant and upon the Consultant's receipt of the written Notice to Proceed from the City's Purchasing Office and shall continue through the completion of the project. The estimated completion date is September, 2017.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

1. Consultant shall receive Sixty-Four Thousand Three Hundred Ninety Dollars and Zero Cents (\$64,390) as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. The Scope of Services and Fee Schedule (Attachments A and B, respectively) are attached hereto and incorporated within.
2. The City's performance and obligation to pay under this Agreement are contingent upon an appropriation by the City Commission.

B. METHOD OF PAYMENT

1. The City shall pay the Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes, upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Agreement. The Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. The Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. LIABILITY OF CONSULTANT

The Consultant shall indemnify and hold harmless the City, its Commissioners, officers and employees, from liabilities, damages, losses and costs (including, but not limited to, reasonable attorneys' fees and court costs, whether such fees and costs are incurred in negotiations, at the trial level or on appeal, or in the collection of attorneys' fees), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant, or Consultant's officers, employees, agents, and other persons employed or utilized by the Consultant in the performance of, or the failure to perform, the Agreement.

In the event of a claim, the City shall promptly notify the Consultant in writing by prepaid certified mail (return receipt requested) or by delivery through any nationally recognized courier service (such as Federal Express or UPS) which provides evidence of delivery, at the address provided for receipt of notices in this Agreement. Such notification may also be provided by fax transmission or e-mail to the following:

FAX: 941.378.0196

EMAIL: danderson@hazenandsawyer.com

The City shall provide all available information and assistance that the Consultant may reasonably require regarding any claim. This agreement for indemnification shall survive termination or completion of the Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the City and such insurance coverage shall not be deemed a limitation on the Consultant's liability under the indemnity provided in this section. In any proceedings between the parties arising out of or related to this Indemnity provision, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY as set forth in Florida Statute § 768.28.

4. CONSULTANT'S INSURANCE

A. INSURANCE

Before performing any work, Consultant shall procure and maintain, during the life of the Agreement, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Agreement upon agreement with Consultant.

1. **Workers Compensation:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident; \$500,000 each employee; and \$500,000 policy limit for disease.
2. **Professional Liability Insurance:** Minimum \$1,000,000 per claim, and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all Professional Liability Insurance be written on an Occurrence Form;

however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

3. Comprehensive Commercial General Liability Insurance: Occurrence from required. Aggregate must apply separately to this Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 fire damage.
4. Automobile Insurance: To include all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$300,000 per each accident and for property damage and bodily injury, with contractual liability coverage for all work performed under this Agreement.

The City of North Port is to be named additional insured on Comprehensive Commercial General Liability Policy. Certification of same shall be required. All certificates of insurance must be on file with and approved by the CITY before commencement of any work activities under this Agreement.

Any and all deductibles to the above referenced policies are to be the responsibility of the Consultant. The Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. The Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.

All insurance policies must be issued by companies of recognized responsibility licensed to do business in Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Consultant's responsibility to provide notice to the City.

B. WAIVER OF SUBROGATION

All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or thru other means, agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Consultant for the City. It is the Consultant's responsibility to notify their insurance company of the Waiver of Subrogation and request written authorization or the proper endorsement. With the exception of Professional Liability, the Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions the Consultant or its agents may be responsible for.

C. POLICY FORM

1. All policies, required by this Agreement, with the exception of Professional Liability and Workers Compensation, or unless specific approval is given by Risk Management through the City's Purchasing Office, are to be written on an occurrence basis, shall name the City of North Port, its Commissioners, officers, agents, employees and volunteers as additional insured as their interest may appear under this Agreement. Insurer(s), with the exception of Professional Liability and Workers Compensation, shall agree to waive all rights of subrogation against the City of North Port, its Commissioners, officers, agents, employees or volunteers.

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2. Insurance requirements itemized in this Agreement, and required of the Consultant, shall be provided by or in behalf of all subcontractors to cover their operations performed under this Agreement. The Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

3. Each insurance policy required by this Agreement shall:
 - Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

 - Be endorsed to state that coverage shall not be non-renewed or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Consultant is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.

4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.

5. The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Agreement. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the CONSULTANT and its carrier.

6. The Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Agreement and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy.

7. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

8. Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to this Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before the Consultant will be allowed to commence or continue work. The Certificate of Insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

9. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Agreement shall be provided to the Consultant's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- B. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- C. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Agreement.
- D. Consultant shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. The Consultant covenants and agrees that it and its employees shall be bound by the Standards of Conduct of Florida Statutes, Section 112.313, as it relates to work performed under this Agreement. The Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.
- E. The Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- F. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- G. In accordance with F.S. §119.0701, Consultant shall comply with all public records laws, and shall specifically:
 - (a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.
 - (b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in chapter 119 or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public records in possession of the Consultant upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored

electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

6. OWNERSHIP AND USE OF DOCUMENTS

It is understood and agreed that all the documents, or reproducible copies, developed by the Consultant in connection with its services, including but not limited to reports, designs, specifications, and all data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-city project. Notwithstanding the foregoing or any other provision in this Agreement, the Consultant shall not be in violation of this Agreement if the Consultant utilizes any standard details or work products that may be incorporated into the Work Product generated by the Consultant in connection with this Project. The CITY understands that regardless of any transfer of ownership or copyright rights granted to the CITY pursuant to the terms of this Agreement, the Consultant shall in no way be restricted or prohibited from future use of any such standard details or work products.

Notwithstanding the above, any reuse of the work products by the City on other projects will be at the sole risk of the City, and without liability to the Consultant.

7. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL

The timely performance and completion of the required services is vitally important to the interest of the City. The Consultant shall assign a Project Manager, together with such other personnel as are necessary, to be mindful of the faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The personnel assigned by the Consultant to perform the services of this Agreement shall comply with the information presented in the professional services response proposal made a part hereof by reference. The Consultant shall provide key personnel, support personnel, and other agents that are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by the Consultant shall commence within one (1) week of the Consultant's receipt of written Notice to Proceed from the City.
- B. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth, subject only to delays caused through no fault of the Consultant or the City. Time is of the essence in the performance of this Agreement.
- C. The Consultant agrees to provide to the City's Administrative Agent, monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the Consultant.
- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the Consultant which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule

time limitation equal to the aforementioned delay. The Project Schedule is attached as **Attachment C** and incorporated herein.

8. OBLIGATIONS OF CITY

- A. The City's Administrative Agent is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific program manager will be authorized to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by the Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 2. Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Agreement.
 3. Review for approval or rejection all of the Consultant's documents and payment requests.
- B. The City shall, upon request, furnish the Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by the Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of the Consultant necessary for the completion of the Consultant's services during the period of this Agreement, and may make other City personnel available, where required and necessary to assist the Consultant. The availability and necessity of said personnel to assist the Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

9. TERMINATION

- A. The City Manager or designee shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in Attachment A – Scope of Services and Attachment B – Consultant's Fee Schedule, plus (2) the percentage of the work completed in any commenced but uncompleted task, less (3) all previous payments in accordance with Section II and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Agreement.
- B. **FUNDING IN SUBSEQUENT FISCAL YEARS:** It is expressly understood by the City and the Consultant that funding for any subsequent fiscal year of the Agreement is contingent upon appropriation of monies by the City

Commissioners, and the continuing receipt of state or federal grant funding, if applicable. In the event that funds are not available or appropriated, the City reserves the right to terminate the Agreement. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.

- C. In the event that the Consultant has abandoned performance under this Agreement, then the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. The written notice shall state the evidence indicating the Consultant's abandonment.
- D. The Consultant shall have the right to terminate services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Consultant or an assignment is made for the benefit of creditors.
- F. In the event Consultant breaches this Agreement, the City shall provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Agreement and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Consultant due to:
 - 1. The quality of a portion or all of the Consultant's work not being in accordance with the requirements of this Agreement;
 - 2. The quantity of the Consultant's work not being as represented in the Consultant's Payment Request, or otherwise;
 - 3. The Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. The Consultant's failure to use Agreement funds, previously paid the Consultant by the City, to pay Consultant's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the CITY or its property;
 - 6. Loss caused by the CONSULTANT;
 - 7. The Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.

In the event that the City makes written demand upon the Consultant for amounts previously paid by the City as contemplated in the clause, the Consultant shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.

10. INDEPENDENT CONTRACTOR

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision, and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. The Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement. The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

11. ENTIRE AGREEMENT

This Agreement constitutes the sole and complete understanding between the parties and supersedes all agreements between them, whether oral or written with respect to the subject matter.

12. AMENDMENT

No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. For any increase in the compensation for the services, the City Commissioners for the City and the duly authorized representative for the Consultant shall agree in writing to this change. For all other changes, the City's Administrative Agent and the Consultant's representative shall agree in writing to the change.

13. ASSIGNMENT

The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

14. WAIVER

The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

15. GOVERNING LAW, VENUE AND SEVERABILITY

The rights, obligations and remedies of the parties under this Agreement shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement shall be in Sarasota County, Florida. If any term, condition or covenant of this

Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

16. AUTHORITY

The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

17. NO HIRE

The Consultant shall not hire any City employee associated with this project throughout the duration of the Agreement and for a period of one (1) year after completion.

18. NOTICES

Any notices, invoices, reports, or any other type of documentation required by this Agreement shall be sent by certified mail and e-mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

CONSULTANT'S REPRESENTATIVE:

Damann L. Anderson, PE, VP
Hazan and Sawyer
7334 Delainey Court
Sarasota, FL 34240
TEL: 941.378.2862
FAX: 941.378.0196
EMAIL: danderson@hazenandsawyer.com

CITY'S ADMINISTRATIVE AGENT:

Project Engineer
City of North Port Utilities
6644 West Price Blvd
North Port, FL 34291
TEL: 941.240.8013
FAX: 941.240.8022
EMAIL: jrogers@cityofnorthport.com

19. PARAGRAPH HEADINGS

Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

20. ATTORNEYS' FEES

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

21. CONFLICTS

In the event of any conflict between the provisions of this Agreement and RFP No. 2016-21 or the Consultant's response, which are made a part hereof by reference, the Agreement shall control.

**AGREEMENT NO. 2016-21
PROFESSIONAL ENGINEERING SERVICES AND CEI FOR
CHEMICAL FEED IMPROVEMENTS AT MYAKKAHATCHEE CREEK WATER TREATMENT PLANT**

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

ATTEST:

CITY OF NORTH PORT, FLORIDA

By: _____
Helen Raimbeau, City Clerk, MMC

By: _____
Jonathan R. Lewis, City Manager, ICMA-CM

APPROVED AS TO FORM AND CORRECTNESS:

By: _____
Mark Moriarty, City Attorney

WITNESS:

CONSULTANT FOR HAZEN AND SAWYER, P.C.:

By:  _____

By:  _____

SCOPE OF SERVICES

ATTACHMENT "A"

Attachment A

PROJECT SCOPE

City of North Port Chemical Feed Improvements at Myakkahatchee Creek Water Treatment Plant Design, Permitting, Bidding, and Construction Services

BACKGROUND

The City of North Port's (City) Myakkahatchee Creek Water Treatment Plant (MCWTP) treats water from two sources:

1. Surface water from either the Myakkahatchee Creek or Cocoplum Waterway; and
2. Brackish water from a wellfield (i.e. 6 wells) open to the Intermediate Aquifer.

Surface water is treated by two conventional filtration treatment trains; and brackish water is treated by two reverse osmosis (RO) treatment trains. Both treated waters combine into one of two clearwells before being pumped to storage tanks at the MCWTP site. From the on-site storage tanks, the MCWTP High Service Pumping Station pumps the finished water into the distribution system. The RO portion of the plant has been in service since 2013; and Train 1 of the surface water plant has been in service since the 1960s and Train 2 since the 1970s. The plant is currently operated approximately 16 hours per day. All treatment trains are shut-down each night. While the treatment plant is down at night, demands are met by volume in the storage tanks and interconnects with the Peace River Manasota Regional Water Supply Authority. The capacity of each of the two RO trains is 0.75 MGD; and, each of the two surface water trains is 2.2 MGD. However, the flows to the trains are limited by source water quality, and total daily production is limited by the 16-hour day. During certain times of the year, concentrations of sulfate and other parameters in the surface waters are above secondary maximum contaminant limits (SMCLs). Since construction of the RO trains in 2013, elevated sulfate and other parameters in the surface waters are handled by blending with the RO water. In addition, the City's Water Use Permit (WUP) limits the withdrawals from the source waters to 4.4 MGD combined surface and groundwater withdrawals on an annual average basis. The typical flow from the WTP is ~1.6 MGD, average annual, based on 2014. This year's (2015) production is not typical since one of the surface water treatment trains has been down nearly all year.

The existing anhydrous ammonia feed system at the MCWTP includes the following:

- 1,000 gallon gaseous anhydrous ammonia pressurized storage tank; and
- Two (2) gas pressure ammoniators.

The City is currently experiencing the following issues with these chemical feed systems:

- The anhydrous ammonia system is a maintenance challenge. The City has examined various options for ammonia addition and has determined ammonium sulfate to be the preferred feed chemical.

- Maintaining appropriate chlorine and ammonia residuals in the distribution system is challenging leading to excessive flushing in the distribution system. The control system uses flow to pace the sodium hypochlorite feed while anhydrous ammonia feed rate is constant at manually set rate

The City has examined various options for ammonia addition (e.g. anhydrous ammonia, aqua ammonia, and ammonium sulfate) and has determined ammonium sulfate to be the desired option for ammonia addition.

To address the above issues, the City wishes to accomplish the following as part of this scope:

- Replace the existing anhydrous ammonia chemical feed system at the MCWTP with an ammonium sulfate chemical feed system, including dual metering pump skid (with one uninstalled spare pump), chemical piping and injection quills to new injection points, and dual storage tanks. Demolition and removal of the existing facilities will be part of this scope. The new pump skid and storage tanks will be located beneath an existing covered structure, on an existing concrete slab, in place of the existing anhydrous feed tanks and equipment. The existing anhydrous feed equipment will be temporarily relocated to make room for the new pump skid and replaced after the new skid and one temporarily located new tank is in service. The existing system will then be removed to allow both storage tanks to be permanently located in place of the existing horizontal ammonia storage tank. The impacts of any increases in sulfate due to the addition of ammonium sulfate is considered a manageable issue as the use of ammonium sulfate will not significantly increase sulfate concentration, a parameter already in the raw water, which is monitored and controlled adequately by the City.
- Provide design services for the following items to enhance the ability for operators to better control the residual chloramine concentration leaving the MCWTP:
 - Two new on-line analyzers to monitor the free chlorine residual in the surface water treatment trains, prior to ammonia addition
 - New on-line analyzer to monitor the total chlorine, monochloramine, and free ammonia concentration in the finished water downstream of the new ammonium sulfate feed points. The analyzer may be specified to be owner purchased and installed by the contractor.
 - New sample tap and piping to the new analyzer located in the existing high service pump building.
 - Connection of the three new on-line analyzer signals to the existing SCADA PLC in the high service pump building.
 - Connection of the new ammonium sulfate pump monitoring and control signals to the existing CP400 control panel in the filter gallery.
 - Description of an addition to the PLC program and operator interface displays to allow pacing of the new ammonium sulfate feed system at the MCWTP to be ratio controlled based on the free chlorine residual concentration in the finished water prior to the new ammonia injection points.

The City has entered into a contract with Hazen and Sawyer (Engineer) to provide the following scope of services, which shall include design, bidding, construction administration and start-up assistance.

A detailed scope of work follows.

SCOPE OF SERVICES

Task 1 – Detailed Design

- Task 1.1 – Kickoff Meeting and Site Visit. The Engineer will attend a meeting with the City to kick off the project, review schedule, review design intent, and visit the proposed site. Meeting is to be scheduled within 1 working day after the Engineer receives the NTP from the City. Engineer will keep the notes of the meeting and will prepare and distribute the meeting notes and all decisions rendered within three (3) days after the meeting and site visit.
- Task 1.2 - QA/QC Review. The Engineer will provide quality assurance and quality control (QA/QC) reviews following the Engineer's corporate QA/QC policies. The internal QA/QC review will be completed prior to the submission of the 75% and 100% submittals to the City.
- Task 1.3 – Data Review. The Engineer shall obtain facility, operational and water quality data from the City, which shall include the following:
 - Record drawings in CAD/PDF for the existing chemical systems at the MCWTP, yard piping and chemical injection and sampling locations, and surrounding site
 - City will compile monthly operating reports for the past 3 years and provide historical flows and chemical usage at the MCWTP
 - Projected flows at the MCWTP
 - Chemical data sheets for sodium hypochlorite.

The above data shall be provided to the Engineer within two (2) days of the NTP. Engineer shall review data to assist with the design effort.

The Engineer will prepare design drawings and specifications for incorporation into the City's standard bid documents. Drawings and technical specifications will, to the extent possible, conform to City standards. Engineer will adhere to its own computer-aided design drawing (CADD) standards for plotting and will provide the City with the applicable plot files along with final design electronic file copies and of the record drawings upon project completion. For this project, the Engineer assumes there will be no more than 8 drawings. Final design drawings will be prepared in CADD dwg format using 22" x 34" size drawing paper size layout suitable with true half-size scale reduction. Technical specifications will be printed on 8-1/2" x 11" paper, prepared using MSWord doc format. Technical specifications will conform to the Construction Specifications Institute (CSI) format, Divisions 1 through 17.

- Task 1.4 – 75% Design. The Engineer will provide a 75% submittal based on the description of the proposed work as noted herein and as decided at the kickoff meeting. The 75% submittal will include:
 - Technical Specifications for Divisions 1 through 17, Bid Form, and suggested supplemental Conditions specifically created for this project.
 - Drawings for General, Civil, Mechanical, and Electrical and Instrumentation design.
 - Majority of process design will be included on process flow diagram
 - Civil sheets will not include detailed yard piping design
 - Engineer's Opinion of Probable Construction Cost (+/- 30%)

- Anticipated Construction Schedule for construction of the proposed facilities.
- **Task 1.5 - 100% Design Submittal.** The Engineer will prepare a 100% design submittal based on the comments received at the 75% review meeting with the City. The 100% documents shall include:
 - Updated Technical Specifications for Divisions 1 through 17 based on City comments, updated Bid Form, and updated Supplemental Conditions specifically created for this project
 - Updated Drawings for General, Civil, Mechanical, and Electrical and Instrumentation design
 - Majority of process design will be included on process flow diagram
 - Civil sheets will not include detailed yard piping design
 - Updated Engineer's Opinion of Probable Construction Cost (+/- 10%)
 - Updated Anticipated Construction Schedule for construction of the proposed facilities.
- **Task 1.6 - Bid Submittal.** The Engineer will prepare a bid submittal based on the comments on the 100% design documents from the City. The City will use these documents to obtain competitive bids for the construction of this project. The technical specifications and drawings will be submitted to the City for preparation of the bid documents.
- **Task 1.7 - Review Meeting.** Engineer will attend review meeting at the 75% milestone in the design process. Engineer will submit the items to be reviewed to the City's Project Manager for distribution. City will assist Engineer in scheduling a review meeting to be held within ten (10) business days after the submittal date, during which the City will assemble comments to be discussed with the Engineer at the review meeting. Engineer will keep the notes of the review meeting and will prepare and distribute a written summary of the meeting notes and all decisions rendered within three (3) days after the meeting. The approved written summary will serve as the basis for proceeding with the next design milestone. Comments on the 100% submittal will be received by the CONSULTANT via email for incorporation into the bid submittal documents (no formal meeting necessary).

Task 2 – Permitting (IF REQUIRED)

If required, permit applications for this project will be prepared and submitted by the City to the responsible regulatory agency for review. It is anticipated that only an FDEP permit, which will be issued by DOH, will be required. It is assumed that an exemption from a FDEP ERP will be obtained due to the minimal impervious area impacts anticipated as part of this project. All City of North Port Utility and Building permits will be handled by the City. The permitting effort for the Engineer will be limited to the following:

- If required, a Florida Department of Environmental Protection (FDEP) Specific Permit to Construct PWS Components using Form 62-555.900(1) will be obtained by the City.
- City will correspond with DOH to determine required permits. Any submittal requirements will also be verified by the City.
- Engineer will review and sign the permit application to DOH. City will coordinate the permit drawings to be submitted. City will prepare the permitting application. City will pay permit fees.
- Engineer will provide 4 signed and sealed 11x17 sets of drawings to City for submittal of Building permits, if required.

- The City will receive Requests for Additional Information (RAIs) from DOH in regards to the FDEP permit. If needed, the City will coordinate with the Engineer on assistance in responding to RAIs.
- It is assumed that neither an ERP or an ERP exemption from FDEP will be required due to the minimal impervious area constructed at the sites. The City will coordinate with FDEP after development of the 75% design documents to verify this is the case.
- If required, prior to placing the improvements in service, Engineer will certify to DOH when the project is ready to be operated as intended submitting the required construction completion documents within two days of Contractor's notice that the work is ready to be placed in operation after successful equipment testing.

Task 3 – Bidding Phase Services

The Engineer will perform the following activities during the Bidding Phase of the project:

- Task 3.1 - Requests for Information (RFIs). The Engineer will respond to forwarded written Bidder RFIs sent to the City during the bid period, up to the budgetary limit of the task. Bidders directing questions to the Engineer during the bid period will be instructed to send all questions in writing to the City. The Engineer will provide answers to Bidder RFIs in the form of email responses sent to City for distribution to bidders in the form of addenda to the Contract Documents. For budgeting purposes, this task is limited to 4 hours.

Task 4 – Services During Construction (SDC)

The Engineer will provide construction administration services limited to the following:

- Task 4.1 – Shop Drawing Review. The Engineer will receive submittals from the Contractor electronically and provide review of submittals. Ten (10) submittals are assumed for this project, which includes operation and maintenance submittals. The Engineer's review will be for conformance with the design and contract requirements.
- The Contract Documents will limit the number of re-submittals for a particularly submitted item to one (1) re-submittal, after which, the Contractor may be required to compensate the Engineer for additional review time, unless additional review is required due to Engineer's error or omission. The Engineer will provide 28 hours of assistance in reviewing and responding to submittals.
- Task 4.2 – Requests for Information (RFI's). The Engineer will receive and respond in writing to Contractor RFI's or requests for clarification of the contract documents or design intent. The Engineer will provide 12 hours of assistance in reviewing and responding to RFIs.
- Task 4.3 – Construction Site Visits. The Engineer will provide up to two site visits, to review materials and equipment being used to determine if work is proceeding in accordance with the contract documents and provide FDEP certification (If required).
- Task 4.4 – Startup Assistance. The startup of the system components is primarily the responsibility of the Contractor. The Engineer will witness, monitor testing, and troubleshoot issues during the startup for up to 12 hours in up to two trips to the site.

DELIVERABLES

Engineer will provide the following information, data, and documents to the City:

- 75% and 100% Design Package Submittal shall include the following: one (1) full size (24"x36") hard copy of the drawings ; one electronic pdf file copy of the drawings (set up for 11x17 printing) and electronic pdf and Word files for the specifications; Engineer's Opinion of Probable Construction Cost; and updated construction schedule.
- Two (2) signed and sealed sets of 11x17 drawings, a signed and sealed cover sheet for the specifications, two (2) electronic pdf file copies of the drawings (11x17 and 24x36) and one pdf for the specifications of the bid submittal for the City's use in preparing bid documents. Include electronic copy of dwg files from CAD.
- Electronic copies of meeting summaries will be forwarded to all attendees.
- Comment and stamped returned submittals made (equipment, maintenance of operations, O&Ms, training outlines, and test procedures)
- Responses to RFIs submitted
- FDEP certification forms, if required
- Final Punch List

CITY REQUIREMENTS

During the duration of the above scope, the City will provide the following:

- Data as identified in Task 1
- Distribution of all drawings and specifications to the City's review team.
- Access to the MCWTP site.
- Assistance in arranging meetings with City staff.
- Preparation of the General and Special Conditions and other front end documents (Division 0)
- Coordinate and attend pre-bid meeting. Preparation and distribution of all Bid Documents and addenda.
- The City will provide personnel to observe and report on daily construction activities to the City project manager and the Engineer. Observed deviations from the contract documents will be reported to both the City and the Engineer.
- The City will review construction submittals related to pay applications, schedule updates and other Division 1 related submittals.

ASSUMPTIONS

In order to provide the above engineering services per the described scope, the following assumptions were made:

- No survey will be required as there will be adequate record drawing data provided to provide the background and information for the design CAD drawings
- No geotechnical information will be obtained and no structural design effort is assumed for the design of new pads for the proposed equipment since existing spaces at the sites will be used.
- This project will not include effort to assess distribution water quality
- The Engineer will not be responsible for reviewing the front end of the specifications for potential conflicts with technical specifications or drawings.
- Any SCADA or control modifications will be completed by the Contractor.
- An exemption from a FDEP ERP will be obtained, if needed, by the City
- Effort will not include review of existing chemical feed systems. Will move forward with City proposal to design new ammonium sulfate systems at the WTP only.
- Engineer will not provide effort related to record drawing development

FEE SCHEDULE
ATTACHMENT "B"

Attachment B

PROJECT FEE

**City of North Port
Chemical Feed Improvements at
Myakkahatchee Creek Water Treatment Plant
Design, Permitting, Bidding, and Construction Services**

COMPENSATION

For the Scope of Services described in Attachment A, the City will compensate the Engineer on an Hourly Rate basis for Tasks 1 to 4 for a total of \$64,390. Invoices will be sent monthly via the City's invoicing system for the completed services to date. A breakdown of the upset limits (dollar amounts that will not be exceeded, unless otherwise authorized by the City) by Task is shown below and a rate schedule and overall fee schedule are included in the following pages.

Task	Upset Limit	Payment Type
Task 1 – Detailed Design	\$51,100	Hourly Rate
Task 2 – Permitting (If required)	\$1,210	Hourly Rate
Task 3 – Bidding Phase Services	\$2,010	Hourly Rate
Task 4 – Construction Phase Services	\$10,070	Hourly Rate
Total Project Cost	\$64,390	
Contingency - Unforeseen Services or Services at Owner's request (i.e. Survey, Geotechnical, Construction phase services, etc.) – If required	\$5,000	Hourly Rate

Rate Schedule

Personnel	Rate
I&C Engineer/Senior Associate	\$220
Project Manager	\$185
Associate	\$160
Senior Principal Engineer	\$150
Assistant Engineer	\$125
Senior CAD	\$115
Clerical	\$75

PROJECT SCHEDULE

ATTACHMENT "C"

Attachment C

PROJECT SCHEDULE

**City of North Port
Chemical Feed Improvements at
Myakkahatchee Creek Water Treatment Plant
Design, Permitting, Bidding, and Construction Services**

TIME SCHEDULE

The Engineer will adhere to the following schedule requirements for this project:

Task	Schedule Requirement
Task 1 – Detailed Design	90 days from NTP <ul style="list-style-type: none"> • 45 days from NTP for 75% design • 25 days from receipt of 75% design comments for 100% design • 10 days from receipt of 100% design comments for bid documents
Task 2 – Permitting	90 days from NTP
Task 3 – Bidding Phase Services	As determined by City
Task 4 – Construction Phase Services	As determined by Contractor

The Engineer’s services for all tasks will commence upon written authorization from the City, which will constitute Notice to Proceed (NTP), and assumes a design duration of approximately 3 months. The Engineer will notify the City in writing of any delays beyond the Engineer’s control, including delays associated with the Contractor beyond the time frames identified in this scope of work.