

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: June 2, 2021

Presenter's Name and Title: Jinsheng (Jin) Huo, Assistant Director of Utilities, on behalf of the Utilities Department, and Alicia Ayum, Director of Procurement on behalf of the Procurement Department

Prepared By: Jinsheng (Jin) Huo, Assistant Director of Utilities

Temp. Reso. Number: 7407

Item Description: Temp Reso. No. 7407, APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 WITH HAZEN AND SAWYER, P.C., IN A LUMP SUM AMOUNT OF \$37,506 FOR THE PROVISION OF PROFESSIONAL SERVICES FOR THE WASTEWATER RECLAMATION FACILITY'S MONITORING WELL ASSISTANCE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT. (Director of Utilities Roy Virgin and Procurement Director Alicia Ayum).

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: none

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____ (fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS Funding of \$37,506.42 will be available in Utilities Account No. 410-55-555-535-000-603110 – Wastewater Reclamation Facility / Professional Services.

Content:

- **Agenda Item Memo from the City Manager to City Commission**
- **Resolution TR 7407**
 - **Exhibit A: Proposed Amendment No. 1 - Agreement**
- **Attachment(s)**
 - **Attachment 1: Executed Original Project Agreement**
 - **Attachment 2: Executed Purchase Order/Change Order No.1**



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & Commissioners

FROM: *VB* Vernon E. Hargray, City Manager *VB*

BY: Roy L. Virgin, Ph.D., Director of Utilities

DATE: May 27, 2021

RE: Temp. Reso. No. 7407 Wastewater Reclamation Facility's Monitoring Well Assistance Project – Amendment No.1

RECOMMENDATION: The City Manager recommends the approval of Temp. Reso. No. 7407, approving and authorizing the execution of Amendment No. 1 in a lump sum amount of \$37,506.42 to the original agreement with Hazen and Sawyer, P.C. ("Engineer"), for professional engineering services for the Wastewater Reclamation Facility's Monitoring Well Assistance Project.

ISSUE: City Commission approval is required for purchases that exceed \$75,000 per vendor, in accordance with Section 2-412(a)(1) of the City Code.

BACKGROUND: The City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"). Wastewater Reclamation Facility receives and treats wastewater flow, which is the byproduct of many uses of water by household and/or commercial enterprises. The WWRF operates Class I injection wells for effluent disposal under the Florida Department of Environmental Protection ("FDEP") Underground Injection Control Permit ("UIC"). Based on the monitoring wells' operating and testing data, FDEP requests that the City investigate the integrity of Monitoring Well No.2 ("MW-2).

On December 1, 2020, the original project agreement (Attachment 1) was executed for the Engineer to facilitate removal, complete the investigation, and perform other such tasks, as needed, to resolve FDEP's concerns regarding MW-2.

On March 11, 2021, a Purchase Order/Change Order was executed to change the existing scope with no cost changes, in order to perform an urgent task (copper pipe pin hole leak workshop), as requested by the City Manager's Office. Amendment No.1 is needed for the Engineer to complete the remaining MW-2 assistance services as required by FDEP. As detailed in the attached Amendment No.1 (Exhibit A), this amendment will add back the following services:

- Task 2 – FDEP UIC Permitting
- Task 3 – Bidding and Award
- Task 4 – MW-2 Investigate Services
- Task 5 – Lower Monitor Zone (LMZ) Modification Technical Services
- Task 6 – Commission Workshop Assistance (Revised)

A brief summary of the changes is shown on Table 1.

Table 1. A summary of the dates and changes on this project agreement.

Date	Item - Scope	Fee Impact
December 1, 2021	Original Agreement - MW-2 Assistance	\$74,960
March 11, 2021	Purchase Order Change Order No.1 - Swap a portion of MW-2 assistance work out so the Engineering can complete the urgent copper pipe workshop.	\$0
June 2, 2021 (To be approved by the City Commission)	Add back the MW-2 assistance as required by the FDEP.	\$37,506.42 increase. (Final PO will be \$112,466.42).

DISCUSSION: Funding of \$37,506.42 will be available in Utilities Account No. 410-55-555-535-000-603110 – Wastewater Reclamation Facility / Professional Services.

ANALYSIS: This task is required by FDEP (regulatory agency), which may impact WWRF's injection well permit renewal.

The City Manager recommends approval and authorization of the execution of Amendment No. 1 in a lump sum amount of \$37,506.42 to the original agreement with Hazen and Sawyer, P.C., for professional engineering services of Wastewater Reclamation Facility Monitoring Well (MW-2) Assistance Project.

Temp. Reso. No. 7407
4/29/21
5/26/21

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NO. 1 WITH HAZEN AND SAWYER, P.C., IN A LUMP SUM OF \$37,506 FOR THE PROVISION OF PROFESSIONAL SERVICES FOR THE WASTEWATER RECLAMATION FACILITY MONITORING WELL ASSISTANCE PROJECT; AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar ("City") Utilities Department is responsible for the operation and maintenance of the Wastewater Reclamation Facility ("WWRF"); and

WHEREAS, WWRF receives wastewater flow, which is the byproduct of many uses of water by household and/or commercial enterprises; and

WHEREAS, WWRF operates Class I injection wells for effluent disposal under Florida Department of Environmental Protection ("FDEP") Underground Injection Control ("UIC") Permit. Based on the monitoring wells' operating and testing data, FDEP requests that the City investigate the integrity of Monitor Well No.2 ("MW-2"); and

WHEREAS, on December 1, 2020, the original project agreement (Attachment 1) was executed for Hazen and Sawyer, P.C. (the "Engineer") to facilitate removal, complete the investigation, and perform other such tasks as needed to resolve FDEP's concerns regarding MW-2; and

Reso No. _____

Temp. Reso. No. 7407
4/29/21
5/26/21

WHEREAS, on March 11, 2021, a Purchase Order/Change Order was executed to change the existing scope with no cost changes in order to perform an urgent task (copper pipe pin hole leak workshop), as requested by the City Manager's office; and

WHEREAS, this Amendment No.1 is needed for the Engineer to complete the remaining MW-2 assistance services as required by FDEP; and

WHEREAS, the City Manager recommends that City Commission approve and authorize the execution of Amendment No. 1, in a lump sum amount of \$37,506.42 to the original agreement with the Engineer for professional engineering services for the Wastewater Reclamation Facility Monitoring Well Assistance Project; and

WHEREAS, City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve Amendment No. 1, in a lump sum amount of \$37,506.42 to the original agreement with the Engineer; and authorize the City Manager to execute Amendment No.1 in a lump sum amount of \$37,506.42, in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing "**WHEREAS**" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

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Section 2: That the City Manager is authorized to execute the proposed Amendment No.1 with the Engineer, in a lump sum amount of \$37,506.42, in the form attached hereto as Exhibit "A", together with such non-substantive changes as are deemed acceptable to the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 3: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 4: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 7407
4/29/21
5/26/21

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Voted

Commissioner Winston F. Barnes

Commissioner Maxwell B. Chambers

Vice Mayor Yvette Colbourne

Commissioner Alexandra P. Davis

Mayor Wayne M. Messam

Reso. No. _____



**AMENDMENT No. 1
To
PROJECT AGREEMENT FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF MIRAMAR, FLORIDA
AND
HAZEN AND SAWYER, P.C.**

Relating to

WWRF MONITOR WELL MW-2 ASSISTANCE SERVICES PROJECT

This **AMENDMENT No. 1** is made between **THE CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation (hereinafter referred to as “City”)

AND

HAZEN AND SAWYER, P.C., (hereinafter referred to as “Consultant”, a corporation authorized to do business in the State of Florida, whose principal place of business is 4000 Hollywood Boulevard, Suite 750N, Miramar, Florida 33021.

WHEREAS, on January 16, 2019, by the adoption of Resolution No. 19-52, the City Commission approved a pool of Architectural and Engineering Consultants to provide professional Services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the pool under the subcategory of Architecture, and has executed a Continuing Services Agreement applicable to the provision of such professional services;

WHEREAS, the Consultant has been chosen by the City to provide Engineering Services for the “WWRF MONITOR WELL MW-2 ASSISTANCE SERVICES” project (the “Project”, the “Services” or the “Scope of Services”); and the parties, through mutual negotiation, has agreed upon a Scope of Services and Fee for the Project;

WHEREAS, on December 1, 2020, the parties entered into an agreement for the Services (“Original Agreement”);

WHEREAS, on March 11, 2021, a Purchase Order/Change Order was executed to change the existing scope with no cost changes, in order to perform an urgent task (copper pipe pin hole leak workshop), as requested by the City Manager's office;

WHEREAS, this Amendment No.1 in a lump sum amount of \$37,506.42 is needed for the Consultant to complete the remaining MW-2 assistance services as required by Florida Department of Environmental Protections ("FDEP"). As detailed in the attached Amendment No.1 (Attachment "A"), this amendment will add back the following services:

Task 2 – FDEP UIC Permitting

Task 3 – Bidding and Award

Task 4 – MW-2 Investigate Services

Task 5 – Lower Monitor Zone (LMZ) Modification Technical Services

Task 6 – Commission Workshop Assistance (Revised);

WHEREAS, in the interest of continuity and consistency in the implementation of the project, it is deemed necessary to continue the professional services engagement of the Consultant to complete the remaining tasks as requested by the FDEP.

NOW THEREFORE, for good and valuable consideration of the mutual covenants set forth herein and in the Contract and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree to amend the Agreement as follows:

1. The parties have agreed to add a lump sum amount of \$37,506.42 for the Consultant to complete the Monitoring Well MW-2 Assistance Services project;

2. Except to the extent expressly set forth herein, this Amendment does not impact, modify or abridge any term, right or obligation under the Contract or the Contract Documents. The terms used in this Amendment have the same meaning as those used in the Contract unless expressly noted otherwise herein. The sole purpose of this Amendment is to clarify already existing procedures as the parties proceed with performance under the Agreement and Contract Documents.

3. No term of this Amendment may be modified except in writing executed by all parties to this Amendment.

4. If any term of this Amendment is found by a legal forum of competent jurisdiction to be void or unenforceable, said finding shall not affect the enforceability of the remaining terms of this Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Project Agreement on the respective dates under each signature: City of

Miramar, signing by and through its City Manager, authorized to execute same, and by the duly authorized representative of the CONSULTANT, to execute same.

FOR CITY:

ATTEST:

CITY OF MIRAMAR

Denise A. Gibbs
City Clerk

By: _____
Vernon E. Hargray
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City
of Miramar only:

City Attorney
Austin Pamies Norris Weeks Powell, PLLC

FOR CONSULTANT:

WITNESS:

Hazen and Sawyer, P.C.

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Dated: _____

State of Florida)
 County of)

On this, the ____ day of _____ 2021, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by _____ (name of officer), _____ (title), of Hazen and Sawyer, P.C., a Florida corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

 Notary Public, State of Florida

 Printed, typed or stamped name of Notary Public

My Commission Expires: _____

WORK AUTHORIZATION NO. _____

**ATTACHMENT "A"
SCOPE OF SERVICES**

(April 8, 2021)

**CITY OF MIRAMAR
WWRF MONITOR WELL MW-2 ASSISTANCE – AMENDMENT NO. 1**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under FDEP UIC Permit No. 125256-011-012-UO/1M. Based on monitor well operating data and results from water quality testing, operating permit renewal required an investigation of MW-2 integrity (6-in casing). Integrity testing activities were initiated in April 2020 however could not be completed due excessive buildup of scale on the casing interior. Additional services are needed to facilitate removal, complete the investigation, and perform other such tasks as may be needed to resolve FDEP's concerns regarding MW-2 and potentially the entire WWRF deep injection well system. The CITY has requested assistance from Hazen and Sawyer (CONSULTANT) for the associated services.

CONSULTANT shall prepare one set of contract documents for the bidding of the work that will include investigation of MW-2 and additional efforts, if needed, for corrective actions to MW-2. It is noted that in the interest of time and to best facilitate procurement, corrective actions at MW-2 in the form of setting a new smaller diameter casing within the existing 6-5/8-inch casing is assumed. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of remediation will be necessary, an associated task is included.

To accommodate emergency efforts requested by the City, the scope of this project was previously revised (March 8, 2021) to include the emergency work and Tasks 2-5, although necessary for completion of the project, were deleted with the intent that they would be subsequently reinstated through an amendment later. This amendment is proposed to reinstate the original scope items at their original cost. In addition, the budget previously set aside for Task 6 (\$46,160.00) under the previous revision was only partially used. With Task 6 now complete, this amendment also reconciles the amount budgeted for Task 6 to align with the actual cost incurred (\$37,506.42).

Task 1 – Technical Specifications and Drawings (UNCHANGED)

CONSULTANT shall prepare technical specifications and drawings for the purpose of permitting the identified work for cleaning MW-2 to facilitate completion of the integrity investigation and subsequent repair (if necessary), recovery of casing scale debris and, based on previous similar experience, for modification of the lower monitor zone (LMZ) casing, if necessary. The existing casing for the LMZ is 6-5/8-inch diameter carbon steel installed within the 16-inch steel casing of the upper monitor zone. The intended modification will include installation of a 2-3/8-inch OD fiberglass reinforced plastic (FRP) casing inserted and cemented into the 6-5/8-inch steel casing to the top of the LMZ (approximately 2,000 feet below pad level). It is recognized that based on available data to date, this modification is likely but may or may not be needed pending the results of the integrity investigation. However, it was decided that it is in the best interest of the City for

cost and time savings to include the modification with the identified cleaning work to be bid and to be released at the City's option. One set of final design drawings and technical specifications shall be provided for permitting and bidding.

CONSULTANT shall identify bid items for the contract documents based on the work described in the technical specifications and drawings or figures. Likewise, CONSULTANT shall prepare recommended bidder qualifications, a summary of work paragraph, and a bid form for the CITY to incorporate into the bidding documents. CITY will provide the front-end documents and a final proposal bid form.

Task 2 – FDEP UIC Permitting (REINSTATED)

CONSULTANT shall submit a well modification request to FDEP UIC including a permit application / request to modify a well, drawings and well specifications for approval should they be determined to be needed pending the results of the completed MW-2 investigation. As the time requirements for the necessary discussions and permitting of the work with FDEP UIC staff is uncertain, it is understood that this task is limited to a total of three (3) meetings envisioned as follows: one pre-permitting meeting with CITY staff, one permitting meeting with FDEP UIC staff, one follow-up meeting with FDEP UIC staff or response of up to two requests for information by FDEP UIC staff for acceptance of the proposed modification.

Task 3 – Bidding and Award (REINSTATED)

Based on the documents prepared in Task 1, CITY will prepare bidding documents for reproduction and sale, prepare addenda regarding clarification of the technical specifications and drawings or figures to potential bidders and issue addenda to the CITY for posting.

CONSULTANT shall provide limited bidding services such as attendance at a single prebid conference and provide, through the CITY, timely responses to written technical questions from potential bidders relating to documents prepared by CONSULTANT. The validity and subsequent responses to technical questions shall be at the discretion of CONSULTANT. Up to two addenda addressing technical issues will be provided. Responses to nontechnical inquiries and accompanying addenda shall be performed and provided by CITY. Pre-bid meeting minutes will be prepared by the CITY

CONSULTANT shall prepare a bid tabulation for items relevant to bid work described by CONSULTANT and evaluate such responses by the lowest responsive bidder to establish the bidders' ability to perform the contract requirements. CITY will determine bidder responsiveness. CONSULTANT shall provide a recommendation of award to the CITY.

Task 4 – MW-2 Investigation Services (REINSTATED)

CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the investigation of MW-2 per the previously submitted Monitor Well Integrity Investigation Plan approved by FDEP UIC in 2019:

- Attend a preconstruction conference and prepare meeting minutes
- Review Contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to Contractor requests for information

- Witness and coordinate the casing survey and pressure test with FDEP UIC
- Coordinate construction activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and scraping and/or drilling of the interior 6-5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the injection formation with discharge to the WWRF, and performance of video survey and pressure tests by the Contractor. Witnessing of these tasks will be limited to two days. It is understood that pressure testing of the casing in its entirety will be performed. In the interest of time, no pressure testing of discrete casing intervals will be performed. Should pressure testing of the casing confirm its integrity, CONSULTANT shall write a brief letter summary documenting the test results. Should the casing fail the pressure test, CONSULTANT shall direct the Contractor to proceed with modification of the LMZ casing per the technical specifications and drawings.

Task 5 – LMZ Modification Technical Services (REINSTATED)

As described herein, CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the modification of MW-2 LMZ casing per the technical specifications and drawings:

- Review contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to contractor requests for information
- Coordinate construction activities with plant staff
- Witness casing modification activities
- Witness and coordinate new casing survey and pressure test with FDEP UIC
- Prepare and certify a completion letter to FDEP UIC summarizing the installation and testing of the new MW-2 LMZ casing.

CONSULTANT shall field witness up to three days of work performed by the Contractor for the modification of MW-2 LMZ casing. It is understood that CONSULTANT will not certify any work not witnessed by CONSULTANT. Regardless of the progress of the Contractor's work, additional CONSULTANT services for field or office time beyond the three days field witnessing outlined herein will be authorized at a later date on a time and materials basis. It is further understood that correspondence and/or meetings with FDEP UIC are limited to efforts as described herein. Additional CONSULTANT efforts, if needed, for correspondence with FDEP UIC will be authorized by CITY at a later date on a time and materials basis.

Task 6 – Commission Workshop Assistance (REVISED)

CONSULTANT shall provide assistance with the preparation and presentation of workshop materials concerning municipal potable water treatment. Services shall include:

- Attend virtual and in-person **meetings** with City staff and City consultants
- Development of materials and presentation of same regarding national potable water treatment issues. Specifically, issues related to copper corrosion. **Case studies** of similar situations within the USA will be presented.

- Development of materials and presentation of same regarding **potable water regulations** specific to copper corrosion
- Development of materials and presentation of same involving potable water treatment and copper corrosion

Efforts beyond the commission workshop identified, tentatively scheduled for March 23, 2021, will be addressed under a separate task. Analyses specific to the City's water chemistry and corrosion control pilot study methodology and results will be performed by Kimley-Horn and Associates, Inc.

This Task is based on the workshop to be delivered on March 23, 2021 and shall be invoiced on a time and materials basis in accordance with Article 1 of the Agreement.

Project Labor	\$ 36,830.70
Project Expenses	\$ 675.72
Total	\$ 37,506.42

Key Assumptions

- Permit fees will be paid directly by the City.
- Only existing well equipment and instrumentation will be required to perform the tests. All other equipment will be provided by the Contractor.
- Services in the event of a protest from bidders are not included.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.
- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- 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 all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings
- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein. Should the existing MW-2 LMZ casing integrity be confirmed, additional efforts or discussions with FDEP UIC will be authorized at a later date.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Modification of the existing injection well Operation and Maintenance (O&M) Manual is not included.

Project Fee and Schedule

Reinstatement of Tasks 2 through 5 to this Work Authorization through this Amendment No. 1 shall be a lump sum of \$37,506.42 in accordance with Article 1 of the Agreement. The total project fee including Tasks 1 through 6 will be \$112,466.42. The original schedule remains unchanged.



**PROJECT AGREEMENT
FOR WWRF MONITOR WELL
MW-2 ASSISTANCE SERVICES
BETWEEN
THE CITY OF MIRAMAR
AND
HAZEN AND SAWYER, P.C.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this 1 day of December, 2020 between the **CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Hazen and Sawyer, P.C., a Florida profit corporation, (the "Consultant"), with its principal offices located at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida, 33021.

WITNESSETH:

WHEREAS, on January 16, 2019, by the adoption of Resolution No. 19-52, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Utilities and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant has been chosen by the City to provide "WWRF Monitor Well MW-2 Assistance" Services (the "Project") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**;

WWRF Monitor Well MW-2 Assistance Services
Hazen and Sawyer, P.C.

1.3 The Continuing Services Agreement dated March 27, 2019, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the Services related to, the Project shall be the fee of Seventy Four Thousand Nine Hundred and Sixty Dollars (\$74,960) specified in the Scope of Services request accepted by the City.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2: The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

This Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Hazen and Sawyer, P.C.
J. Philip Cooke
4000 Hollywood Blvd, Suite 750N
Hollywood, FL 33021
Telephone: 954-987-0066
Facsimile: 954-987-2949

FOR CITY:

City of Miramar
Vernon E. Hargray
City Manager
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Facsimile: 954-602-3672

With Copy to:

Austin Pamies Norris Weeks
Powell, P.L.L.C., City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability; Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect

the future enforceability of that provision or the remainder of this Agreement.

16. Public Records:

The Consultant shall comply with The Florida Public Records Act as follows:

16.1 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

16.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

16.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

16.5 The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.6 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

17. Other Provisions:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

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

18. Scrutinized Companies:

18.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

18.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

ATTEST:


Denise Gibbs, City Clerk

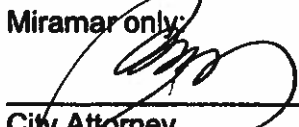
FOR CITY:

CITY OF MIRAMAR


^{FOR}
By: 
Vernon E. Hargray,
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

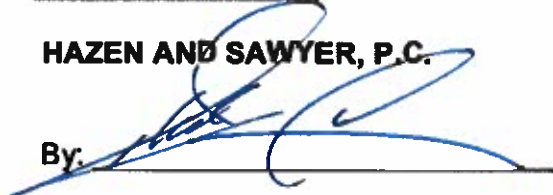
WITNESS:



Print Name: TERRY ROGERS

FOR CONSULTANT:

HAZEN AND SAWYER, P.C.

By: 

Print Name: J. PHILIP COOKE

Date: 10/26/20

Corporate Seal:



WORK AUTHORIZATION NO. _____

**ATTACHMENT "A"
SCOPE OF SERVICES**

(October 26, 2020)

**CITY OF MIRAMAR
WWRF MONITOR WELL MW-2 ASSISTANCE**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under FDEP UIC Permit No. 125256-011-012-UO/1M. Based on monitor well operating data and results from water quality testing, operating permit renewal required an investigation of MW-2 integrity (6-in casing). Integrity testing activities were initiated in April 2020 however could not be completed due excessive buildup of scale on the casing interior. Additional services are needed to facilitate removal, complete the investigation, and perform other such tasks as may be needed to resolve FDEP's concerns regarding MW-2 and potentially the entire WWRF deep injection well system. The CITY has requested assistance from Hazen and Sawyer (CONSULTANT) for the associated services.

CONSULTANT shall prepare one set of contract documents for the bidding of the work that will include investigation of MW-2 and additional efforts, if needed, for corrective actions to MW-2. It is noted that in the interest of time and to best facilitate procurement, corrective actions at MW-2 in the form of setting a new smaller diameter casing within the existing 6-5/8-inch casing is assumed. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of remediation will be necessary, an associated task is included.

Task 1 – Technical Specifications and Drawings

CONSULTANT shall prepare technical specifications and drawings for the purpose of permitting the identified work for cleaning MW-2 to facilitate completion of the integrity investigation and subsequent repair (if necessary), recovery of casing scale debris and, based on previous similar experience, for modification of the lower monitor zone (LMZ) casing, if necessary. The existing casing for the LMZ is 6-5/8-inch diameter carbon steel installed within the 16-inch steel casing of the upper monitor zone. The intended modification will include installation of a 2-3/8-inch OD fiberglass reinforced plastic (FRP) casing inserted and cemented into the 6-5/8-inch steel casing to the top of the LMZ (approximately 2,000 feet below pad level). It is recognized that based on available data to date, this modification is likely but may or may not be needed pending the results of the integrity investigation. However, it was decided that it is in the best interest of the City for cost and time savings to include the modification with the identified cleaning work to be bid and to be released at the City's option. One set of final design drawings and technical specifications shall be provided for permitting and bidding.

CONSULTANT shall identify bid items for the contract documents based on the work described in the technical specifications and drawings or figures. Likewise, CONSULTANT shall prepare recommended bidder qualifications, a summary of work paragraph, and a bid form for the CITY

to incorporate into the bidding documents. CITY will provide the front-end documents and a final proposal bid form.

Task 2 – FDEP UIC Permitting

CONSULTANT shall submit a well modification request to FDEP UIC including a permit application / request to modify a well, drawings and well specifications for approval should they be determined to be needed pending the results of the completed MW-2 investigation. As the time requirements for the necessary discussions and permitting of the work with FDEP UIC staff is uncertain, it is understood that this task is limited to a total of three (3) meetings envisioned as follows: one pre-permitting meeting with CITY staff, one permitting meeting with FDEP UIC staff, one follow-up meeting with FDEP UIC staff or response of up to two requests for information by FDEP UIC staff for acceptance of the proposed modification.

Task 3 – Bidding and Award

Based on the documents prepared in Task 1, CITY will prepare bidding documents for reproduction and sale, prepare addenda regarding clarification of the technical specifications and drawings or figures to potential bidders and issue addenda to the CITY for posting.

CONSULTANT shall provide limited bidding services such as attendance at a single prebid conference and provide, through the CITY, timely responses to written technical questions from potential bidders relating to documents prepared by CONSULTANT. The validity and subsequent responses to technical questions shall be at the discretion of CONSULTANT. Up to two addenda addressing technical issues will be provided. Responses to nontechnical inquiries and accompanying addenda shall be performed and provided by CITY. Pre-bid meeting minutes will be prepared by the CITY.

CONSULTANT shall prepare a bid tabulation for items relevant to bid work described by CONSULTANT and evaluate such responses by the lowest responsive bidder to establish the bidders' ability to perform the contract requirements. CITY will determine bidder responsiveness. CONSULTANT shall provide a recommendation of award to the CITY.

Task 4 – MW-2 Investigation Services

CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the investigation of MW-2 per the previously submitted Monitor Well Integrity Investigation Plan approved by FDEP UIC in 2019:

- Attend a preconstruction conference and prepare meeting minutes
- Review Contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to Contractor requests for information
- Witness and coordinate the casing survey and pressure test with FDEP UIC
- Coordinate construction activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and scraping and/or drilling of the interior 6-5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the injection formation with discharge to the WWRF, and performance of video survey and pressure tests by the Contractor. Witnessing of these tasks will be limited to two days. It is understood that pressure testing of the casing in its entirety will be performed. In the interest of time, no pressure testing of discrete casing intervals will be performed. Should pressure testing of the casing confirm its integrity, CONSULTANT shall write a brief letter summary documenting the test results. Should the casing fail the pressure test, CONSULTANT shall direct the Contractor to proceed with modification of the LMZ casing per the technical specifications and drawings.

Task 5 – LMZ Modification Technical Services

As described herein, CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the modification of MW-2 LMZ casing per the technical specifications and drawings:

- Review contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to contractor requests for information
- Coordinate construction activities with plant staff
- Witness casing modification activities
- Witness and coordinate new casing survey and pressure test with FDEP UIC
- Prepare and certify a completion letter to FDEP UIC summarizing the installation and testing of the new MW-2 LMZ casing.

CONSULTANT shall field witness up to three days of work performed by the Contractor for the modification of MW-2 LMZ casing. It is understood that CONSULTANT will not certify any work not witnessed by CONSULTANT. Regardless of the progress of the Contractor's work, additional CONSULTANT services for field or office time beyond the three days field witnessing outlined herein will be authorized at a later date on a time and materials basis. It is further understood that correspondence and/or meetings with FDEP UIC are limited to efforts as described herein. Additional CONSULTANT efforts, if needed, for correspondence with FDEP UIC will be authorized by CITY at a later date on a time and materials basis.

Key Assumptions

- Permit fees will be paid directly by the City.
- Only existing well equipment and instrumentation will be required to perform the tests. All other equipment will be provided by the Contractor.
- Services in the event of a protest from bidders are not included.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.

- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- 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 all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings
- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein. Should the existing MW-2 LMZ casing integrity be confirmed, additional efforts or discussions with FDEP UIC will be authorized at a later date.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Modification of the existing injection well Operation and Maintenance (O&M) Manual is not included.

Project Fee and Schedule

The fee for Tasks 1-5 of this Work Authorization shall be a lump sum of \$74,960 in accordance with Article 1 of the Agreement and as estimated by task on Table 1 attached. Submittal of 100 percent design drawings for Task 1 shall be within 3 months of Notice-to-Proceed. It is estimated that permitting, bidding and award of the work will be accomplished within 6 months with survey and construction efforts completed within the following 6 months for a total project duration of 15 months.

**PURCHASE ORDER CHANGE ORDER
REQUEST FORM**

DATE: March 10, 2021

DEPARTMENT: UtilitiesCONTRACT NUMBER (IF APPL): 2176PO NUMBER: 210676VENDOR NAME: Hazen & SawyerVENDOR #: 11128**DESCRIPTION OF CHANGE BEING REQUESTED**

The previous Scope of Services related to PO No. 210676 was revised and as a result a PO change order is required to implement this alteration.

JUSTIFICATION OF CHANGE BEING REQUESTED

On the previous scope of services some of the items listed will not be required to facilitate the investigation of the monitoring well #2 (MW-2) for the Wastewater Reclamation Facility (WWRF) and as a result the scope of services was revised and now we need a PO change order to implement this alteration.

This will not impact the budgetary funding of this purchase order.

BUDGET AND FISCAL IMPACT – NO IMPACT (\$0)

**410-55-555-535-000-603110 – Wastewater
Reclamation Facility / Professional Services**

REQUESTORS NAME: Kemi Moore

DocuSigned by:
Kemi Moore 3/11/2021
SIGNATURE: AB168D7C1EE24C4...

DEPARTMENT HEAD NAME: Roy Virgin

DocuSigned by:
R. Virgin 3/11/2021
SIGNATURE: 6FC2075825F4418...

PROCUREMENT DIRECTOR: Alicia Ayum

DocuSigned by:
Alicia Ayum 3/11/2021
SIGNATURE: 68E68C5AF7EE408...

WORK AUTHORIZATION NO. _____

**ATTACHMENT "A"
SCOPE OF SERVICES**

(March 8, 2021)

**CITY OF MIRAMAR
WWRF MONITOR WELL MW-2 ASSISTANCE – REVISED SCOPE OF WORK**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under FDEP UIC Permit No. 125256-011-012-UO/1M. Based on monitor well operating data and results from water quality testing, operating permit renewal required an investigation of MW-2 integrity (6-in casing). Integrity testing activities were initiated in April 2020 however could not be completed due excessive buildup of scale on the casing interior. Additional services are needed to facilitate removal, complete the investigation, and perform other such tasks as may be needed to resolve FDEP's concerns regarding MW-2 and potentially the entire WWRF deep injection well system. The CITY has requested assistance from Hazen and Sawyer (CONSULTANT) for the associated services.

CONSULTANT shall prepare one set of contract documents for the bidding of the work that will include investigation of MW-2 and additional efforts, if needed, for corrective actions to MW-2. It is noted that in the interest of time and to best facilitate procurement, corrective actions at MW-2 in the form of setting a new smaller diameter casing within the existing 6-5/8-inch casing is assumed. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of remediation will be necessary, an associated task is included.

As outlined below, this revised scope of work deletes Tasks 2-5 in the lump sum amount of \$46,160 and adds Task 6 in the not-to-exceed amount of \$46,160 (no net change in price).

Task 1 – Technical Specifications and Drawings

CONSULTANT shall prepare technical specifications and drawings for the purpose of permitting the identified work for cleaning MW-2 to facilitate completion of the integrity investigation and subsequent repair (if necessary), recovery of casing scale debris and, based on previous similar experience, for modification of the lower monitor zone (LMZ) casing, if necessary. The existing casing for the LMZ is 6-5/8-inch diameter carbon steel installed within the 16-inch steel casing of the upper monitor zone. The intended modification will include installation of a 2-3/8-inch OD fiberglass reinforced plastic (FRP) casing inserted and cemented into the 6-5/8-inch steel casing to the top of the LMZ (approximately 2,000 feet below pad level). It is recognized that based on available data to date, this modification is likely but may or may not be needed pending the results of the integrity investigation. However, it was decided that it is in the best interest of the City for cost and time savings to include the modification with the identified cleaning work to be bid and to be released at the City's option. One set of final design drawings and technical specifications shall be provided for permitting and bidding.

CONSULTANT shall identify bid items for the contract documents based on the work described in the technical specifications and drawings or figures. Likewise, CONSULTANT shall prepare recommended bidder qualifications, a summary of work paragraph, and a bid form for the CITY to incorporate into the bidding documents. CITY will provide the front-end documents and a final proposal bid form.

Task 2 – FDEP UIC Permitting (DELETED)

~~CONSULTANT shall submit a well modification request to FDEP UIC including a permit application /request to modify a well, drawings and well specifications for approval should they be determined to be needed pending the results of the completed MW-2 investigation. As the time requirements for the necessary discussions and permitting of the work with FDEP UIC staff is uncertain, it is understood that this task is limited to a total of three (3) meetings envisioned as follows: one pre-permitting meeting with CITY staff, one permitting meeting with FDEP UIC staff, one follow up meeting with FDEP UIC staff or response of up to two requests for information by FDEP UIC staff for acceptance of the proposed modification.~~

Task 3 – Bidding and Award (DELETED)

~~Based on the documents prepared in Task 1, CITY will prepare bidding documents for reproduction and sale, prepare addenda regarding clarification of the technical specifications and drawings or figures to potential bidders and issue addenda to the CITY for posting.~~

~~CONSULTANT shall provide limited bidding services such as attendance at a single prebid conference and provide, through the CITY, timely responses to written technical questions from potential bidders relating to documents prepared by CONSULTANT. The validity and subsequent responses to technical questions shall be at the discretion of CONSULTANT. Up to two addenda addressing technical issues will be provided. Responses to nontechnical inquiries and accompanying addenda shall be performed and provided by CITY. Pre bid meeting minutes will be prepared by the CITY~~

~~CONSULTANT shall prepare a bid tabulation for items relevant to bid work described by CONSULTANT and evaluate such responses by the lowest responsive bidder to establish the bidders' ability to perform the contract requirements. CITY will determine bidder responsiveness. CONSULTANT shall provide a recommendation of award to the CITY.~~

Task 4 – MW-2 Investigation Services (DELETED)

~~CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the investigation of MW-2 per the previously submitted Monitor Well Integrity Investigation Plan approved by FDEP UIC in 2019:~~

- ~~• Attend a preconstruction conference and prepare meeting minutes~~
- ~~• Review Contractor submittals including shop drawings, schedule, material certifications and payment requests~~
- ~~• Respond to Contractor requests for information~~
- ~~• Witness and coordinate the casing survey and pressure test with FDEP UIC~~

- ~~Coordinate construction activities with plant staff~~

~~Services anticipated to be performed by the Contractor include mobilization and scraping and/or drilling of the interior 6 5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the injection formation with discharge to the WWRF, and performance of video survey and pressure tests by the Contractor. Witnessing of these tasks will be limited to two days. It is understood that pressure testing of the casing in its entirety will be performed. In the interest of time, no pressure testing of discrete casing intervals will be performed. Should pressure testing of the casing confirm its integrity, CONSULTANT shall write a brief letter summary documenting the test results. Should the casing fail the pressure test, CONSULTANT shall direct the Contractor to proceed with modification of the LMZ casing per the technical specifications and drawings.~~

Task 5 – LMZ Modification Technical Services (DELETED)

~~As described herein, CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the modification of MW-2 LMZ casing per the technical specifications and drawings:~~

- ~~Review contractor submittals including shop drawings, schedule, material certifications and payment requests~~
- ~~Respond to contractor requests for information~~
- ~~Coordinate construction activities with plant staff~~
- ~~Witness casing modification activities~~
- ~~Witness and coordinate new casing survey and pressure test with FDEP UIC~~
- ~~Prepare and certify a completion letter to FDEP UIC summarizing the installation and testing of the new MW-2 LMZ casing.~~

~~CONSULTANT shall field-witness up to three days of work performed by the Contractor for the modification of MW-2 LMZ casing. It is understood that CONSULTANT will not certify any work not witnessed by CONSULTANT. Regardless of the progress of the Contractor's work, additional CONSULTANT services for field or office time beyond the three days field witnessing outlined herein will be authorized at a later date on a time and materials basis. It is further understood that correspondence and/or meetings with FDEP UIC are limited to efforts as described herein. Additional CONSULTANT efforts, if needed, for correspondence with FDEP UIC will be authorized by CITY at a later date on a time and materials basis.~~

Task 6 – Commission Workshop Assistance (ADDED)

CONSULTANT shall provide assistance with the preparation and presentation of workshop materials concerning municipal potable water treatment. Services shall include:

- Attend virtual and in-person **meetings** with City staff and City consultants
- Development of materials and presentation of same regarding national potable water treatment issues. Specifically, issues related to copper corrosion. **Case studies** of similar situations within the USA will be presented.

- Development of materials and presentation of same regarding **potable water regulations** specific to copper corrosion
- Development of materials and presentation of same involving potable water treatment and copper corrosion

Efforts beyond the commission workshop identified in Task 1, tentatively scheduled for March 23, 2021, will be addressed under a separate task. Analyses specific to the City's water chemistry and corrosion control pilot study methodology and results will be performed by Kimley-Horn and Associates, Inc.

This Task is based on the workshop to be delivered on March 23, 2021 and shall be invoiced on a time and materials basis in accordance with Article 1 of the Agreement and per the rates outlined below. Extension of the anticipated schedule may impact Estimated Hours.

Labor Category	Hourly Rate	Estimated Hours	Extended Total
Project Management	\$ 270	32	\$ 8,640
Graphic Designer	\$ 145	40	\$ 5,800
Technical Assistant	\$ 170	68	\$ 11,560
Technical Expert	\$ 315	64	\$ 20,160
Estimated Total			\$ 46,160

Key Assumptions

- Permit fees will be paid directly by the City.
- Only existing well equipment and instrumentation will be required to perform the tests. All other equipment will be provided by the Contractor.
- Services in the event of a protest from bidders are not included.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.
- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- 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 all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings
- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein. Should the existing MW-2 LMZ casing integrity be confirmed, additional efforts or discussions with FDEP UIC will be authorized at a later date.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Modification of the existing injection well Operation and Maintenance (O&M) Manual is not included.

Project Fee and Schedule

The fee for Tasks 1 and 6 of this Work Authorization shall not exceed \$74,960 in accordance with Article 1 of the Agreement.



**PROJECT AGREEMENT
FOR WWRF MONITOR WELL
MW-2 ASSISTANCE SERVICES
BETWEEN
THE CITY OF MIRAMAR
AND
HAZEN AND SAWYER, P.C.**

THIS PROJECT AGREEMENT (the "Agreement") is made and entered into this 1 day of December, 2020 between the **CITY OF MIRAMAR, FLORIDA**, a Florida municipal corporation with its principal offices located at 2300 Civic Center Place, Miramar, Florida 33025 (the "City"), and Hazen and Sawyer, P.C., a Florida profit corporation, (the "Consultant"), with its principal offices located at 4000 Hollywood Boulevard, Suite 750N, Hollywood, Florida, 33021.

WITNESSETH:

WHEREAS, on January 16, 2019, by the adoption of Resolution No. 19-52, the City Commission approved a new pool of Architectural and Engineering Consultants to provide professional services to the City on an as needed basis; and

WHEREAS, the Consultant is a member of the new pool under the subcategory of Utilities and has executed a Continuing Services Agreement applicable to the provision of such professional services; and

WHEREAS, the Consultant has been chosen by the City to provide "WWRF Monitor Well MW-2 Assistance" Services (the "Project") and the parties, through mutual negotiation, have agreed upon the Scope of Services.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and the mutual covenants, terms and conditions provided below, the Consultant and the City agree as follows:

1. Contract Documents

The Contract Documents referred to in this Agreement shall be comprised of the following:

1.1 This Agreement (the "Specific Projects" or "Project Agreement") in the Continuing Services Agreement between the parties, including any General Terms and Conditions, Supplementary Conditions, Statement of Work or any other provisions contained within this Agreement;

1.2 A Scope of Services request completed by the Consultant and accepted by the City, attached hereto as **Attachment "A"**;

WWRF Monitor Well MW-2 Assistance Services
Hazen and Sawyer, P.C.

1.3 The Continuing Services Agreement dated March 27, 2019, between the City and Consultant, the terms and conditions of which shall apply to the provision of Services under this Agreement;

1.4 Any and all applicable addenda, proposals executed and submitted by the Consultant and accepted by the City, specifications and insurance certificates; and

1.5 All amendments mutually agreed to after execution of this Agreement.

These Contract Documents comprise the entire agreement for the Services agreed to herein between the parties, and incorporated into and made a part of this Agreement as if attached to this Agreement or repeated herein. In the event of a conflict between this Agreement and any other Contract Document(s), this Agreement shall prevail.

2. The Work

Consultant shall furnish all labor, materials and equipment necessary to provide professional Services as specified in the Scope of Services request completed by the Consultant and accepted by the City.

3. Period of Service

The Consultant shall begin work promptly after receipt of a fully executed copy of this Agreement and a letter of Notice to Proceed from the City and shall complete the Project within the time mutually agreed upon, as specified in the Scope of Services request accepted by the City.

4. Compensation

Compensation (the "Contract Sum") for performing the Services related to, the Project shall be the fee of Seventy Four Thousand Nine Hundred and Sixty Dollars (\$74,960) specified in the Scope of Services request accepted by the City.

5. Payments

5.1 The City shall pay the Contract Sum to the Consultant subject to the completion of tasks as specified in the Attachment A. The City shall pay the Consultant for work performed subject to the specifications of the job and any additions and deductions by subsequent change order provided in the Contract Documents. All payments shall be governed by the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.

5.2: The Consultant shall provide periodic invoices to the City upon completion of a substantial amount of Services relating to the Scope of Services contained within this Agreement. Payment shall be made to the Consultant upon approval of submitted invoices to the City.

6. Termination

This Agreement may be terminated by the City for convenience upon thirty (30) calendar days' written notice to the Consultant. In the event of such termination, any Services performed by the Consultant under the this Agreement shall, at the option of the City, become the City's property, and the Consultant shall be entitled to receive compensation for any work completed pursuant to this Agreement to the satisfaction of the City up through the date of termination. Under no circumstances shall City make payment for Services that have not been performed.

This Agreement may be terminated by either party for cause upon five calendar days' written notice to the other should such other party fail to perform in accordance with its material terms through no fault of the party initiating the termination. In the event the Consultant abandons this Agreement or causes it to be terminated by the City, the Consultant shall indemnify and save the City harmless against loss pertaining to this termination. In the event that the Consultant is terminated by the City for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience and the provisions in the paragraph above shall apply.

7. Default:

In the event of a default by Consultant, the default provisions contained in the Continuing Services Agreement between the parties shall govern.

8. Anti-lobbying/No Contingent Fee:

The provisions of Section 11 of the Continuing Services Agreement shall apply to this Agreement.

9. Warranties and Guarantees:

9.1 The Consultant warrants that its Services are to be performed within the limits prescribed by the City and with the usual thoroughness and competence of the Consultant's architectural and/or engineering profession.

9.2 The Consultant shall be responsible for technically deficient designs, reports or studies due to negligent acts, errors or omissions. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to negligent acts, errors or omissions without cost to the City.

10. Binding Effect:

This Agreement shall bind and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors and assigns.

11. Amendments and Modification:

No amendments and/or modifications of this Agreement shall be valid unless in writing and signed by each of the parties to the Agreement.

12. Merger; Amendment:

This Agreement, including the referenced Contract Documents, and any attachments, constitute the entire agreement between Consultant and City, and all negotiations and oral understandings between the parties are merged herein. This Agreement may be supplemented and/or amended only by a written document executed by both Consultant and City.

13. Nonassignability:

Consultant shall not assign, subcontract or transfer any rights or delegate any duties arising under this Agreement without prior written consent of the City, which consent may be withheld by the City in its sole discretion.

14. Notices:

Whenever either party desires to give notice to the other, it shall be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR CONSULTANT:

Hazen and Sawyer, P.C.
J. Philip Cooke
4000 Hollywood Blvd, Suite 750N
Hollywood, FL 33021
Telephone: 954-987-0066
Facsimile: 954-987-2949

FOR CITY:

City of Miramar
Vernon E. Hargray
City Manager
2300 Civic Center Place
Miramar, FL 33025
Telephone: 954-602-3115
Facsimile: 954-602-3672

With Copy to:

Austin Pamies Norris Weeks
Powell, P.L.L.C., City Attorney
401 NW 7th Avenue
Ft. Lauderdale, FL 33311
Telephone: 954-768-9770
Facsimile: 954-768-9790

15. Severability; Waiver:

Any provision in this Agreement that is prohibited or unenforceable under Florida or federal law shall be ineffective to the extent of such prohibitions or unenforceability without invalidating the remaining provisions hereof. Also, the non-enforcement of any provision by either party to this Agreement shall not constitute a waiver of that provision nor shall it affect

the future enforceability of that provision or the remainder of this Agreement.

16. Public Records:

The Consultant shall comply with The Florida Public Records Act as follows:

16.1 Keep and maintain public records in the Consultant's possession or control in connection with the Consultant's performance under this Agreement, that ordinarily and necessarily would be required by the City in order to perform the service.

16.2 Upon request by the City's records custodian, provide the City with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

16.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement, and following completion of this Agreement until the records are transferred to the City.

16.4 Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of the Consultant shall be delivered by the Consultant to the City, at no cost to the City, within seven (7) days. All records stored electronically by the Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, the Consultant shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

16.5 The Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

16.6 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-602-3011, dagibbs@miramarfl.gov OR BY MAIL: City Of Miramar – City Clerk's Office, 2300 Civic Center Place, Miramar, FL 33025.

17. Other Provisions:

17.1 Titles and paragraph headings are for convenient reference and are not a part of this Agreement.

17.2 In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached or referenced Contract Documents, the terms in this Agreement shall prevail.

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

18. Scrutinized Companies:

18.1 Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.


18.3 The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

18.4 As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Consultant's failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized representatives the day and year written below.

ATTEST:


Denise Gibbs, City Clerk

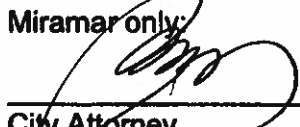
FOR CITY:

CITY OF MIRAMAR

FOR
By: 
Vernon E. Hargray,
City Manager

Dated: _____

Approved as to form and legal sufficiency
for the use of and reliance by the City of
Miramar only:


City Attorney
Austin Pamies Norris Weeks Powell, PLLC

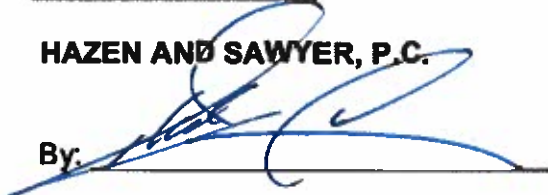
WITNESS:



Print Name: TERRY FUCHS

FOR CONSULTANT:

HAZEN AND SAWYER, P.C.

By: 

Print Name: J. PHILIP COOKE

Date: 10/26/20

Corporate Seal:



WORK AUTHORIZATION NO. _____

**ATTACHMENT "A"
SCOPE OF SERVICES**

(October 26, 2020)

**CITY OF MIRAMAR
WWRF MONITOR WELL MW-2 ASSISTANCE**

Preamble

The City of Miramar (CITY) operates Class I injection wells for effluent disposal at the Wastewater Reclamation Facility (WWRF) under FDEP UIC Permit No. 125256-011-012-UO/1M. Based on monitor well operating data and results from water quality testing, operating permit renewal required an investigation of MW-2 integrity (6-in casing). Integrity testing activities were initiated in April 2020 however could not be completed due excessive buildup of scale on the casing interior. Additional services are needed to facilitate removal, complete the investigation, and perform other such tasks as may be needed to resolve FDEP's concerns regarding MW-2 and potentially the entire WWRF deep injection well system. The CITY has requested assistance from Hazen and Sawyer (CONSULTANT) for the associated services.

CONSULTANT shall prepare one set of contract documents for the bidding of the work that will include investigation of MW-2 and additional efforts, if needed, for corrective actions to MW-2. It is noted that in the interest of time and to best facilitate procurement, corrective actions at MW-2 in the form of setting a new smaller diameter casing within the existing 6-5/8-inch casing is assumed. Should other actions be required, the scope necessary will be assessed at that time. As discussions with FDEP regarding the findings and acceptable means of remediation will be necessary, an associated task is included.

Task 1 – Technical Specifications and Drawings

CONSULTANT shall prepare technical specifications and drawings for the purpose of permitting the identified work for cleaning MW-2 to facilitate completion of the integrity investigation and subsequent repair (if necessary), recovery of casing scale debris and, based on previous similar experience, for modification of the lower monitor zone (LMZ) casing, if necessary. The existing casing for the LMZ is 6-5/8-inch diameter carbon steel installed within the 16-inch steel casing of the upper monitor zone. The intended modification will include installation of a 2-3/8-inch OD fiberglass reinforced plastic (FRP) casing inserted and cemented into the 6-5/8-inch steel casing to the top of the LMZ (approximately 2,000 feet below pad level). It is recognized that based on available data to date, this modification is likely but may or may not be needed pending the results of the integrity investigation. However, it was decided that it is in the best interest of the City for cost and time savings to include the modification with the identified cleaning work to be bid and to be released at the City's option. One set of final design drawings and technical specifications shall be provided for permitting and bidding.

CONSULTANT shall identify bid items for the contract documents based on the work described in the technical specifications and drawings or figures. Likewise, CONSULTANT shall prepare recommended bidder qualifications, a summary of work paragraph, and a bid form for the CITY

to incorporate into the bidding documents. CITY will provide the front-end documents and a final proposal bid form.

Task 2 – FDEP UIC Permitting

CONSULTANT shall submit a well modification request to FDEP UIC including a permit application / request to modify a well, drawings and well specifications for approval should they be determined to be needed pending the results of the completed MW-2 investigation. As the time requirements for the necessary discussions and permitting of the work with FDEP UIC staff is uncertain, it is understood that this task is limited to a total of three (3) meetings envisioned as follows: one pre-permitting meeting with CITY staff, one permitting meeting with FDEP UIC staff, one follow-up meeting with FDEP UIC staff or response of up to two requests for information by FDEP UIC staff for acceptance of the proposed modification.

Task 3 – Bidding and Award

Based on the documents prepared in Task 1, CITY will prepare bidding documents for reproduction and sale, prepare addenda regarding clarification of the technical specifications and drawings or figures to potential bidders and issue addenda to the CITY for posting.

CONSULTANT shall provide limited bidding services such as attendance at a single prebid conference and provide, through the CITY, timely responses to written technical questions from potential bidders relating to documents prepared by CONSULTANT. The validity and subsequent responses to technical questions shall be at the discretion of CONSULTANT. Up to two addenda addressing technical issues will be provided. Responses to nontechnical inquiries and accompanying addenda shall be performed and provided by CITY. Pre-bid meeting minutes will be prepared by the CITY

CONSULTANT shall prepare a bid tabulation for items relevant to bid work described by CONSULTANT and evaluate such responses by the lowest responsive bidder to establish the bidders' ability to perform the contract requirements. CITY will determine bidder responsiveness. CONSULTANT shall provide a recommendation of award to the CITY.

Task 4 – MW-2 Investigation Services

CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the investigation of MW-2 per the previously submitted Monitor Well Integrity Investigation Plan approved by FDEP UIC in 2019:

- Attend a preconstruction conference and prepare meeting minutes
- Review Contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to Contractor requests for information
- Witness and coordinate the casing survey and pressure test with FDEP UIC
- Coordinate construction activities with plant staff

Services anticipated to be performed by the Contractor include mobilization and scraping and/or drilling of the interior 6-5/8-inch casing sufficient to facilitate surveying and testing of the casing, set up of sedimentation basins and air-lifting/removal of debris from the injection formation with discharge to the WWRF, and performance of video survey and pressure tests by the Contractor. Witnessing of these tasks will be limited to two days. It is understood that pressure testing of the casing in its entirety will be performed. In the interest of time, no pressure testing of discrete casing intervals will be performed. Should pressure testing of the casing confirm its integrity, CONSULTANT shall write a brief letter summary documenting the test results. Should the casing fail the pressure test, CONSULTANT shall direct the Contractor to proceed with modification of the LMZ casing per the technical specifications and drawings.

Task 5 – LMZ Modification Technical Services

As described herein, CONSULTANT shall perform the following tasks associated with the office administration, field observation and regulatory reporting activities related to the modification of MW-2 LMZ casing per the technical specifications and drawings:

- Review contractor submittals including shop drawings, schedule, material certifications and payment requests
- Respond to contractor requests for information
- Coordinate construction activities with plant staff
- Witness casing modification activities
- Witness and coordinate new casing survey and pressure test with FDEP UIC
- Prepare and certify a completion letter to FDEP UIC summarizing the installation and testing of the new MW-2 LMZ casing.

CONSULTANT shall field witness up to three days of work performed by the Contractor for the modification of MW-2 LMZ casing. It is understood that CONSULTANT will not certify any work not witnessed by CONSULTANT. Regardless of the progress of the Contractor's work, additional CONSULTANT services for field or office time beyond the three days field witnessing outlined herein will be authorized at a later date on a time and materials basis. It is further understood that correspondence and/or meetings with FDEP UIC are limited to efforts as described herein. Additional CONSULTANT efforts, if needed, for correspondence with FDEP UIC will be authorized by CITY at a later date on a time and materials basis.

Key Assumptions

- Permit fees will be paid directly by the City.
- Only existing well equipment and instrumentation will be required to perform the tests. All other equipment will be provided by the Contractor.
- Services in the event of a protest from bidders are not included.
- Services for hydrogeological evaluation, area of review, and interpretation of previous geologic logs are not included.
- Prequalification of contractors is not included.

- CONSULTANT shall not be responsible for the acts or omissions of any the Contractor, any construction subcontractor or any other person (except CONSULTANT, CONSULTANT agents) at the project site.
- 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 all technical instructions to the Contractor and shall interpret all technical requirements of the technical specifications and drawings
- CONSULTANT correspondence and activities with FDEP UIC are limited to the efforts described herein. Should the existing MW-2 LMZ casing integrity be confirmed, additional efforts or discussions with FDEP UIC will be authorized at a later date.
- Contractor change orders and/or field orders during the project are not anticipated and are therefore not included.
- Modification of the existing injection well Operation and Maintenance (O&M) Manual is not included.

Project Fee and Schedule

The fee for Tasks 1-5 of this Work Authorization shall be a lump sum of \$74,960 in accordance with Article 1 of the Agreement and as estimated by task on Table 1 attached. Submittal of 100 percent design drawings for Task 1 shall be within 3 months of Notice-to-Proceed. It is estimated that permitting, bidding and award of the work will be accomplished within 6 months with survey and construction efforts completed within the following 6 months for a total project duration of 15 months.