

AGREEMENT FOR PROFESSIONAL/CONSULTING SERVICES

THIS PROFESSIONAL/CONSULTING SERVICES AGREEMENT is made and entered into this _____ day of _____, 2018, by the CITY OF POMPANO BEACH ("City") and STANTEC CONSULTING SERVICES INC., a New York corporation authorized to do business in Florida ("Contractor") collectively referred to as the "Parties".

WHEREAS, the City, within the last year, attempted to reline its deep injection well servicing the membrane treatment water plant, but was required to abandon and seal the well due to contractor's inability to meet its objectives; and

WHEREAS, due to the abandonment of the well, the City is in jeopardy of exceeding its consumptive use permit granted by the South Florida Water Management District, impeding its ability to provide proper finished water quality to its residents and service area, and incurring extensive charges for treatment of its wastewater due to discharge of concentrated waste from its membrane treatment water plant and for increased chemical costs; and

WHEREAS, the City has determined that a valid public emergency exists, that there is a requirement for an immediate procurement of engineering services covered by Consultants' Competitive Negotiations Act, and that there is an imminent danger to the public health, safety, or welfare or other substantial loss to the City if competitive solicitation is used in this instance and, therefore, waives the requirement in this instance and for this purpose pursuant to Section 287.055(3)(a)1., Florida Statutes; and

WHEREAS, City requires consulting and engineering services which Contractor is capable of providing under the terms and conditions described herein.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents**. This Agreement consists of the Scope of Work set forth in Exhibit "A" (the "Work") and, if needed, the Insurance Requirements set forth in Exhibit "B", both of which are attached hereto and made a part hereof; and all written change orders and modifications issued after execution of this Agreement.

2. **Purpose**. City contracts with Contractor to provide professional consulting services upon the terms and conditions herein set forth herein.

3. **Scope of Work**. Contractor shall provide the services and insurance set forth in Exhibits "A" and "B" attached hereto and made a part hereof. If the Work requires Contractor to provide materials or complete the Work within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be set forth and included in Exhibit A and Contractor agrees to provide the Work in accordance therewith. Contractor and Contractor's

heirs, executors, administrators, successors and assigns, agree to fully perform all covenants contained in this Agreement.

4. Term of Contract. This Contract shall be for a term of one (1) year or less beginning with the date this Agreement is fully executed by both parties.

5. Renewal. This Contract is not subject to renewal.

6. Maximum Obligation. City agrees to pay Contractor for providing the Work required hereunder. Both parties agree that unless otherwise directed by City in writing, Contractor shall continue to provide the Work for the term of this Agreement.

7. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for performance of the Work set forth in this Agreement as follows:

Payments not to exceed seven hundred and seventy seven thousand five hundred and twenty three dollars and sixty eight cents (\$777,523.68) shall be made in accordance with Exhibit "A".

B. Payment. All payments by City shall be made after the Work has been verified and completed. Unless disputed by City as provided herein, upon City's receipt of a Proper Invoice as defined in §218.72, Florida Statutes, as amended, City shall forward Contractor payment for services as defined under Exhibit "A" Compensation

City may temporarily remove for review any disputed amount, by line item, from an invoice and shall timely provide Contractor written notification of any such disputed charge. Contractor shall provide clarification and a satisfactory explanation to City, along with revised copies of all such documents if inaccuracies or errors are discovered, within ten (10) days of receipt of City's notice of the disputed amount

In the event City has a claim against Contractor for Work performed hereunder which has not been timely remedied in accordance with the provisions of this Article 7, City may withhold payment for the contested amount, in whole or in part, to protect itself from loss on account of defective Work, claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor, and/or Contractor's failure to make proper payments to subcontractors or vendors for material or labor. When the reason(s) for withholding payment are removed or resolved in a manner satisfactory to City, payment shall be made.

Resolution of improper payment requests or invoices shall be in accordance with §218.76, Florida Statutes, as amended.

C. Invoices. If required by City, Contractor shall submit invoices to City in accordance to the fee schedule for each task under Exhibit "A" Compensation.

8. Disputes. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

9. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the City's Contract Administrator shall be Phil Hyer and the Contractor's Contract Administrator shall be Neil Johnson (or their authorized written designee) as further identified below.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other as provided herein.

If to Contractor: Neil Johnson PG, PMP
2056 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Office: (561) 229-1852
Cell: (954) 806-7106
Email: neil.johnson@stantec.com

If to City: John Sfiropoulos, Contract Administrator
1201 NE 5th Avenue
Pompano Beach, FL 33060
Office: (954) 786-7030
Email: john.sfiropoulos@copbfl.com

With a copy to: Antonio Pucci, Contract Manager
100 West Atlantic Blvd.
Pompano Beach, FL 33060
Phone: (954) 786-5574
Email: antonio.pucci@copbfl.com

10. Ownership of Documents and Information. All information, data, reports, plans, procedures or other proprietary rights in all Work items, developed, prepared, assembled or compiled by Contractor as required for the Work hereunder, whether complete or unfinished, shall be owned by the City without restriction, reservation or limitation of their use and made available at any time and at no cost to City upon reasonable written request for its use and/or distribution as City deems appropriate provided City has compensated Contractor for said Work product. City's re-use of Contractor's Work product shall be at its sole discretion and risk if done without Contractor's written permission. Upon completion of all Work contemplated hereunder or termination of this Agreement, copies of all of the above data shall be promptly delivered to the City's Contract Administrator upon written request. The Contractor may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. The rights and obligations created under this Article shall survive the termination or expiration of this Agreement.

To the extent it exists and is necessary to perform the Work hereunder, City shall provide any information, data and reports in its possession to Contractor free of charge.

11. Termination. City shall have the right to terminate this Agreement, in whole or in part, for convenience, cause, default or negligence on Contractor's part, upon ten (10) business days advance written notice to Contractor. Such Notice of Termination may include City's proposed Transition Plan and timeline for terminating the Work, requests for certain Work product documents and materials, and other provisions regarding winding down concerns and activities.

If there is any material breach or default in Contractor's performance of any covenant or obligation hereunder which has not been remedied within ten (10) business days after City's written Notice of Termination, City, in its sole discretion, may terminate this Agreement immediately and Contractor shall not be entitled to receive further payment for services rendered from the effective date of the Notice of Termination.

In the event of termination, City shall compensate Contractor for all authorized Work satisfactorily performed through the termination date under the payment terms set forth in Article 7 above and all Work product documents and materials shall be delivered to City within ten (10) business days from the Notice of Termination. If any Work hereunder is in progress but not completed as of the date of the termination, then upon City's written approval, this Agreement may be extended until said Work is completed and accepted by City.

12. Force Majeure. Neither party shall be obligated to perform any duty, requirement or obligation hereunder if such performance is prevented by fire, hurricane, earthquake, explosion, war, civil disorder, sabotage, accident, flood, acts of God or by any reason of any other matter or condition beyond the control of either party which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall economic hardship or lack of funds be considered an event of Force Majeure. If either party is unable to perform or delayed in their performance of any obligations hereunder by reason of any event of Force Majeure, such inability or delay shall be excused at any time during which compliance therewith is prevented by such event and during such period thereafter as may be reasonably necessary for either party to correct the adverse effect of such event of Force Majeure.

In order to be entitled to the benefit of this provision, within five (5) days after the beginning of any such delay, a party claiming an event of Force Majeure shall have given the other party written notice of the cause(s) thereof, requested an extension for the period and also diligently proceeded to correct the adverse effect of any Force Majeure. The parties agree that, as to this provision, time is of the essence.

13. Insurance. If required, Contractor shall maintain insurance in accordance with Exhibit "B" throughout the term of this Agreement.

14. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Contractor shall at all times indemnify, hold harmless and defend the City, its officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the City arising directly or indirectly from any act, breach, omission, negligence, recklessness or misconduct of Contractor and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Contractor, its agents, officers and/or employees, in the performance of services of this contract. To the extent considered necessary by City, any sums due Contractor hereunder may be retained by City until all of City's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment or interest by City.

B. Contractor acknowledges and agrees that City would not enter into this Agreement without this indemnification of City by Contractor. The parties agree that one percent (1%) of the total compensation paid to Contractor hereunder shall constitute specific consideration to Contractor for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

15. Sovereign Immunity. Nothing in this Agreement shall be construed to affect in any way the rights, privileges and immunities of the City and agencies, as set forth in Article 768.28, Florida Statutes.

16. Non-Assignability and Subcontracting.

A. Non-Assignability. This Agreement is not assignable and Contractor agrees it shall not assign or otherwise transfer any of its interests, rights or obligations hereunder, in whole or in part, to any other person or entity without City's prior written consent which must be sought in writing not less than fifteen (15) days prior to the date of any proposed assignment. Any attempt by Contractor to assign or transfer any of its rights or obligations hereunder without first obtaining City's written approval shall not be binding on City and, at City's sole discretion, may result in City's immediate termination of this Agreement whereby City shall be released of any of its obligations hereunder. In addition, this Agreement and the rights and obligations herein shall not be assignable or transferable by any process or proceeding in court, or by judgment, execution, proceedings in insolvency, bankruptcy or receivership. In the event of Contractor's insolvency or bankruptcy, City may, at its option, terminate and cancel this Agreement without any notice of any kind whatsoever, in which event all rights of Contractor hereunder shall immediately cease and terminate.

B. Subcontracting. Prior to subcontracting for Work to be performed hereunder, Contractor shall be required to obtain the written approval of the City's Contract Administrator. If the City's Contract Administrator, in his/her sole discretion, objects to the proposed subcontractor, Contractor shall be prohibited from allowing that subcontractor to provide any Work hereunder. Although Contractor may subcontract Work in accordance with this Article, Contractor remains responsible for any and all contractual obligations hereunder and shall also be responsible to ensure that none of its proposed subcontractors are listed on the *Convicted Vendors List* referenced in accordance with the provisions of Article 28 below.

17. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

18. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

19. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

20. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

21. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

22. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.

2. Upon request from the City's custodian of public records, 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.

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 the contract term and following completion of the contract if the Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

B. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

**100 W. Atlantic Blvd., Suite 253
Pompano Beach, Florida 33060
(954) 786-4611
RecordsCustodian@copbfl.com**

23. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida. This agreement and the requirements contained herein comply with Florida Statute §287.055 CCNA.

24. Waiver and Modification.

A. No waiver made by either party with respect to performance, manner, time, or any obligation of either party or any condition hereunder shall be considered a waiver of that party's rights with respect to the particular obligation or condition beyond those expressly waived in writing or a waiver of any other rights of the party making the waiver or any other obligations of the other party.

B. No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Agreement provided that any delay by City in asserting its rights hereunder shall not operate as a waiver of such rights or limit them in any way. The intent of this provision is that City shall not be constrained to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default or risk nor shall any waiver made by City with respect to any specific default by Contractor be considered a waiver of City's rights with respect to that default or any other default by Contractor.

C. Either party may request changes to modify certain provisions of this Agreement; however, unless otherwise provided for herein, any such changes must be contained in a written amendment executed by both parties with the same formality of this Agreement.

25. No Contingent Fee. Contractor warrants that other than a bona fide employee working solely for Contractor, Contractor has not employed or retained any person or entity, or paid or agreed to pay any person or entity, any fee, commission, gift or any other consideration to solicit or secure this Agreement or contingent upon or resulting from the award or making of this Agreement. In the event of Contractor's breach or violation of this provision, City shall have the right to terminate this Agreement without liability and, at City's sole discretion, to deduct from the Price Formula set forth in Article 7 or otherwise recover the full amount of such fee, commission, gift or other consideration.

26. Attorneys' Fees and Costs. In the event of any litigation involving the provisions of this Agreement, both parties agree that the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney and paraprofessional fees as well as all out-of-pocket costs and expenses incurred thereby by the prevailing party in such litigation through all appellate levels.

27. No Third Party Beneficiaries. Contractor and City agree that this Agreement and other agreements pertaining to Contractor's performance hereunder shall not create any obligation on Contractor or City's part to third parties. No person not a party to this Agreement shall be a third-party beneficiary or acquire any rights hereunder.

28. Public Entity Crimes Act. As of the full execution of this Agreement, Contractor certifies that in accordance with §287.133, Florida Statutes, it is not on the *Convicted Vendors List* maintained by the State of Florida, Department of General Services. If Contractor is subsequently listed on the *Convicted Vendors List* during the term of this Agreement, Contractor agrees it shall immediately provide City written notice of such designation in accordance with Article 9 above.

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

30. Headings. The headings or titles to Articles of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A photocopy, email or facsimile copy of this Agreement and any signatory hereon shall be considered for all purposes as original.

32. Approvals. Whenever CITY approval(s) shall be required for any action under this Agreement, said approval(s) shall not be unreasonably withheld.

33. Absence of Conflicts of Interest. Both parties represent they presently have no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with their performance under this Agreement and that no person having any conflicting interest shall be employed or engaged by either party in their performance hereunder.

34. Promoting Project Objectives. Consultant, its employees, subcontractors, and agents shall refrain from acting adverse to the City's interest in promoting the goals and objectives of the projects. Consultant shall take all reasonable measures necessary to effectuate these assurances. In the event Consultant determines it is unable to meet or promote the goals and objectives of the projects, it shall immediately notify the City and the City, may then in its discretion, terminate this Contract.

35. Binding Effect. The benefits and obligations imposed pursuant to this Agreement shall be binding and enforceable by and against the parties hereto.

36. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

Witnesses:

Rashmi

Rashmi Koul.
(Print or Type Name)

Robert Fehrenbach

Robert Fehrenbach
(Print or Type Name)

Stantec Consulting Services Inc.

By: [Signature]
Ramon Castella, Vice President

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 16 day of October, 2018, by Ramon Castella as Vice President of Stantec Consulting Services, Inc., a New York corporation authorized to do business in Florida on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



Laura C. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA

LAURA C. RODRIGUEZ
(Name of Acknowledger Typed, Printed or Stamped)

FF901222
Commission Number

**EXHIBIT A
CITY OF POMPANO BEACH
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
REPLACEMENT INJECTION WELL IW-1R PERMITTING AND DESIGN**

BACKGROUND

Currently the City of Pompano Beach (City) has one plugged and abandoned Class I Deep Injection Well (IW-1), which was used for disposal of non-hazardous membrane softening concentrate, a potable water treatment by-product, from the City's nanofiltration Water Treatment Plant (WTP) and one associated dual-zone monitor well (DZMW) currently under Florida Department of Environmental Protection (FDEP) Permit 0167214-007-UO/1X. The disposal capacity of Well IW-1 was permitted at 7.93 million gallons per day (MGD) at an injection rate of 10 feet per second and was constructed with a 16-inch nominal outside diameter (OD), 0.5-inch wall thickness seamless steel tubing that is fully cemented inside a 24-inch OD, 0.5-wall thickness final steel casing.

Well IW-1, was approved for a minor modification on April 14, 2017, to address casing deterioration by relining the current 15-inch inside diameter steel injection well casing with a 10.72-inch diameter RedBox 1000 Fiberglass Reinforced Plastic (FRP) tubing. Modification efforts began September 13, 2017, and were suspended on May 1, 2018, when it was decided that despite all best efforts, Well IW-1 should be plugged and abandoned. On June 8, 2018, Stantec, on behalf of the City, submitted a plugging and abandonment plan to the FDEP. The FDEP then entered into Consent Order, OGC. No. 18-1052 with the City on June 21, 2018, to complete the plugging and abandonment of IW-1. The well was successfully plugged and abandoned on July 5, 2018. With the plugging and abandonment of Well IW-1, a replacement Class I injection well (Well IW-1R) needs to be designed, permitted and constructed. Well DZMW-1 will be kept in service and will be associated with replacement Well IW-1R.

The purpose of this scope of services is to provide FDEP UIC permitting assistance and preconstruction contract activities of one (1) Class I Industrial injection well, Well IW-1R. The replacement well will dispose of non-hazardous membrane softening concentrate generated from the City's nanofiltration WTP within the boulder zone of the Lower Floridan aquifer, with Well DZMW-1 continuing to monitor overlying Underground Source of Drinking Water (USDW) aquifers and the confinement of the injection zone.

SCOPE OF WORK

The CONSULTANT will provide professional engineering, design, permitting and construction services for a new Class I Deep Injection Well. The CONSULTANT will also provide professional engineering services during construction and oversight for this new deep well. These services consist of the following tasks and described in greater detail herein.

1. Project Management, Meetings and QA/QC
2. Detailed Design
3. Permitting Services
4. Engineering Services During Construction
5. Hydrogeologic Field Services

Task 1 – Project Management, Meetings and QA/QC

Stantec will provide overall coordination, management, and QA/QC for the tasks to be performed under this contract. The coordination shall consist of tracking of budget and deliverables, and monitoring project progress.

Task 1.1 - Project Management

The CONSULTANT Project Manager provides the overall coordination of tasks during design and permitting. The CONSULTANT Project Manager will have direct communication with the FDEP regarding permitting issues.

The Project Manager is involved with the everyday operations of the project and has routine interaction with the CITY Project Manager and CONTRACTOR. Project management activities include management and staffing, budget management, schedule management, quality management, project correspondence and coordination with the CITY and its other consultants/contractors related to the replacement Well IW-1R design and permitting project as necessary during the estimated duration of the project;

- Provide monthly status reports that include work completed during current period, work planned for next period, completed meetings and status of meeting minutes, planned meetings for next period, and a summary milestone schedule of next three months of activities including deliverables and meetings involving the CITY or regulatory agencies. Key decisions will be tracked in a decision log and incorporated into the monthly status report documenting key decisions from the current month;
- Provide a project schedule and monthly updates of schedule changes;
- Schedule and conduct weekly status meetings or as-needed with the CITY Project Manager;
- Manage, coordinate and provide QA/QC of CONSULTANT deliverables to City and the FDEP, including permit components and technical specifications;
- Schedule and conduct monthly status meetings or as-needed with the City Project Manager;

- Develop and manage a document management system that catalogs project communication, information, report and design deliverables, quality plan audits and compliance documentation, permitting documentation, and schedules;
- Develop and maintain the project implementation schedule on a monthly basis;
- Monitor and support the health and safety of CONSULTANT staff in accordance with the CONSULTANT Health and Safety plan;
- Monthly progress reports with updated schedule and milestones will be prepared and provided by CONSULTANT.

Deliverables: Monthly progress reports with updated schedule and milestones will be prepared and provided by the CONSULTANT.

Task 1.2 - Meetings

Project Meetings

The CONSULTANT will schedule and attend a project kickoff meeting. Following this meeting, the CONSULTANT will conduct reconnaissance to evaluate, based on visual inspection in the field, the suitability of the potential well sites for Well IW-1R in the northern vicinity of the WTP site.

The CONSULTANT will schedule and attend monthly progress meetings. The CONSULTANT will provide a summary of work progress and schedule update will be provided to the CITY for each progress meeting. Meeting topics may include but are not limited to the following subjects:

- Project progress in comparison to planned schedule;
- Planned activities

If needed, additional meetings will be conducted to address specific issues during design and permitting activities.

This task include up to six (6) monthly meetings.

Deliverables: Agenda and meeting minutes for the meetings will be prepared for any meetings conducted by the CONSULTANT. Meeting minutes will be submitted within one week after the meeting and distributed to the meeting attendees.

FDEP Meetings

CONSULTANT will facilitate communication between the project team and FDEP through a series of meetings. The following meetings have been assumed:

- One (1) local FDEP Southeast District pre-application meeting with Tallahassee by conference call
- One (1) local FDEP Southeast District meetings following submittal of the Class I Well Construction Permit application to address requests for additional information (RAI)

- Meeting minutes will be submitted within one week after the meeting and distributed to the meeting attendees.

Deliverables: The following deliverables will be prepared for this task-

- Agenda and minutes for each meeting

Task 2 – Detailed Design

The CONSULTANT will provide a detailed design and engineering for the Deep Injection Well. The CONSULTANT will conduct reconnaissance to evaluate, based on visual inspection in the field, the suitability of the potential well sites at the WTP in the vicinity of Well IW-1.

The design will include site survey, utility locates, and soft digs, well casing, well head, piping, and instrumentation. It is assumed that the existing power and instrumentation conduits will be modified and routed from the area of Well IW-1 to Well IW-1R.

Task 2.1 - Design Development Documents

The CONSULTANT will develop the design to the Design Development (approximately 60% completion) level. The CONSULTANT's standard technical specifications, CAD standards, and design software will be used to create drawings. These drawings will consist of the following:

- Conceptual site layout of equipment, piping, and electrical/controls conduits
- Location of connections to effluent disposal piping
- Topographic survey to locate above ground improvements, outlined in Exhibit A
- SU services to designate and locate force main and raw water main
- Mechanical Well Casing
- Mechanical Wellhead completion plan and section
- Layout of structural slab on grade
- Discipline general notes and standard detail sheets, but standard detail callouts may not be present on drawings during this level of design development
- Technical specifications for major components of work

The CONSULTANT will utilize the CITY's standard front end specifications (Division 0) and, where/when appropriate, the CITY's standard details. **Attachment 1** provides our estimate of the drawings and specifications that may be included as part the Design Development submittal.

The CONSULTANT will submit the Design Development Documents to the CITY for review to verify that consistency with the desired design intent is being achieved. The CONSULTANT will schedule and attend one meeting with the CITY to review consolidated review comments. The CONSULTANT will provide meeting minutes to document the review discussions.

Task 2.2 - Construction Documents

Using the approved Design Development documents developed as outlined in Task 4.A, the CONSULTANT will develop the design to Construction Development (approximately 90% completion) level. **Attachment 1** provides our estimate of the drawings and specifications that may be included as part the submittal. These documents will be submitted for the preliminary permitting review as outlined in Task 3 Permitting Services.

- Final site layout of equipment, piping, and electrical/controls conduits
- Final connections to effluent disposal piping.
- Final Mechanical Well Casing
- Final Mechanical Wellhead completion plan, section and details
- Details of structural slab on grade
- Discipline general notes and standard detail sheets
- Technical specifications for major components of work

The CONSULTANT will prepare an Engineer's Opinion of Probable Construction Cost (AACEI Class 5) and submit the Construction Documents to the CITY for review and comment. The CONSULTANT will schedule and attend one meeting with the CITY to review consolidated review comments. The CONSULTANT will provide meeting minutes to document the review discussions and decisions.

Task 2.3 - Final Design Documents

The CONSULTANT will address the agreed upon consolidated review comments received from the CITY's review of the Construction Documents and from the preliminary permitting review outlined in Task 3 Permitting Services.

Using the Construction Documents, the CONSULTANT will submit formally for a detailed review by the CITY's Construction Services Department in reference to the Building Department permit. Final Design and Construction Documents will be developed based on the review comments by, and responses to, the CITY's Construction Services Department. Final Design and Construction Documents will be finalized based on these review comments.

Deliverables: The following deliverables will be prepared for this task-

- Design Development (60%) drawings and specifications
- Construction Documents (90%) drawings and specifications
- Construction Documents Class 5 OPCC
- Final Design Documents (100%) drawings and specifications
- Final Design Documents Class 5 OPCC

Task 3 - Permitting Services

The CONSULTANT will prepare an FDEP Class I Well Industrial Injection Well Construction Permit application to construct a replacement injection well at the City of Pompano Beach WTP.

Task 3.1 - FDEP Construction Permit

The CONSULTANT will schedule and attend one pre-application conference call with FDEP and CITY representatives to ensure specific questions or concerns are addressed in the Application Package.

The CONSULTANT will prepare a Draft Class I Industrial Injection Well Construction Permit application (Form No. 62-528.900(1)) and submit to the CITY, including supporting information for review in electronic (PDF) format.

The CONSULTANT will incorporate responses to comments as necessary and submit the Permit application to FDEP. The CONSULTANT will prepare and submit up to one request for additional information (RFI) to FDEP. The CONSULTANT will incorporate responses to RFI as necessary and submit the Final permit application package to FDEP. The CONSULTANT will attend one (1) local FDEP Public Meeting after permit advertisement.

Requests for Additional Information (RAI): The CONSULTANT has anticipated one (1) clarification of the submitted material. Clarification will be provided via email to the FDEP reviewer in anticipation that no official RAIs will be issued from FDEP to the CITY.

Review of the FDEP Draft Operating Permit: The CONSULTANT will coordinate with FDEP and the CITY the review of the FDEP draft permit and its Public Notice. The CONSULTANT will engage with the CITY and FDEP on the publishing coordination and scheduling of the meeting, review the FDEP Notice of Intent to Issue, and obtain the Final Construction Permit for IW-1R.

Deliverables: The following deliverables will be prepared for this task-

- Draft FDEP Draft Class I Industrial Injection Well Construction Permit application
- Responses to Requests for Information
- Final FDEP Draft Class I Industrial Injection Well Construction Permit application
- Response to FDEP RAI
- Comments on Draft Permit and Notice of Intent to Issue

Task 3.2 - Building Department

During final design, the CONSULTANT will prepare an application and submit the detailed design drawings to the City Building Services Department. It is assumed that the design will be submitted in electronic format to via the CITY's E-Permit review system. Comments requiring response will be addressed during preparation of the ISSUED FOR BID set of construction drawings. It is assumed that one round of review will be necessary for the Building Department Permit. Fees associated with the review of the design will be paid by the CITY Utilities Department. The construction CONTRACTOR will be responsible for obtaining the permit and paying the balance of any fees associated with the construction.

Deliverables: The following deliverables will be prepared for this task

- Building Department Permit Application
- Responses to Requests for Information

Task 4 – Engineering Services During Construction

CONSULTANT will provide engineering and hydrogeologic services during construction during the drilling and testing of the Industrial injection well. Throughout the construction phase, CONSULTANT, also referred to as the Engineer of Record, will provide technical interpretations of the Contract Documents, provide guidance to the drilling contractor and field hydrogeologist or technician, determine the applicable course of action, and communicate relevant interactions with the contractor.

CONSULTANT will evaluate change order requests or requested deviations from the approved design or specifications and will provide interpretation of the Contract Documents, as needed, pertaining to the hydrogeologic execution and progress of the work, and will assist with change order negotiation and interface with the Client as needed.

CONSULTANT will receive, review, and provide comments for contract required submittals and request for information from the drilling contractor. The submittals shall be reviewed for conformance with the design concept of the project and general compliance with the information given in the Contract Documents.

The CONSULTANT will review the monthly progress payment requests from contractors.

CONSULTANT will attend Substantial Completion Inspection and provide input for the Punch List.

On completion of the Punch List, as Engineer of Record, the Design Consultant will certify that the Work is complete.

Deliverables: The following deliverables will be prepared for this task-

- As-needed written technical interpretations
- Comments on submittals or RFIs
- Change Order Request reviews
- Provide input for the Punch List

Task 5 – Hydrogeologic Field Services

During the construction and testing period, CONSULTANT will provide a field hydrogeologist, engineer or technician for daily onsite inspection of well construction and testing activities. The field hydrogeologist engineer or technician will maintain a daily record of well construction and testing activities and provide weekly summaries for submittal to the FDEP. The field hydrogeologist or technician will be available at the site to monitor the Contractor's collection of data required under the conditions of the UIC permit and monitor conformance with the intent of the technical specifications and drawings. The hydrogeologic field services are anticipated to include upto 24 hours per day . Full time oversight will be performed for critical activities and

maybe limited during non-critical activities, 7 days per week throughout the estimated construction period .

The field hydrogeologist, engineer or technician will provide technical interpretations for the drawings, specifications, and Contract Documents and evaluate deviations and material substitutions from the drawings and specifications. The field hydrogeologist, engineer or technician will provide inspection of the completed work.

The field hydrogeologist, engineer or technician will perform oversight of well construction specifics such as casing setting depths, cement calculations, fluid properties, borehole conditions, deviation surveys, and other well construction data. The field hydrogeologist engineer or technician will communicate as necessary with the project team for relevant matters.

The field hydrogeologist, engineer or technician will also be responsible for formation sample identification and cataloging, and daily record keeping. The field hydrogeologist, engineer or technician will assist the CONSULTANT to prepare weekly summary reports, casing seat justification letters or additional reporting that may occur for submittal to the FDEP during well construction. The information prepared for submittal will at a minimum be as called out in the construction permit.

The field hydrogeologist, engineer or technician will oversee well testing including water quality sampling, packer testing, geophysical logging, rock core collection, water level monitoring, fluid density reporting, well control status, MIT testing and injection testing.

ASSUMPTIONS

Please note that this Scope of Work is based on the following assumptions:

- The CONSULTANT reserves the right to use available, qualified personnel to complete the tasks under this scope of work.
- Tasks 1, 4, and Task 5 are based upon up to 6 months of construction duration. Construction and testing services beyond 6 months may require an amendment.

EXCLUSIONS

Please note that CONSULTANT has not included costs for the following tasks:

- Permit fees for Class I Industrial Injection Well Construction Permit;
- Permit advertisement fees for Class I Industrial Injection Well Construction Permit;
- Injected water quality information and financial assurance information;
- Well Construction and Testing Report;
- Operational Testing Request;
- Wellhead and Piping design and construction services

The above services may be added to this Scope of Work by amendment and mutual agreement.

OBLIGATIONS OF THE OWNER

This scope of services, level of effort, and fee development is based on the timely provision of the following:

- Make available to CONSULTANT any pertinent documentation concerning this project.
- Provide a CITY Project Manager as a point of contact for coordination.
- Review CONSULTANT submittals and provide consolidated comments within two (2) weeks of receipt. Due to the critical timeline of the FDEP UIC permit submittal, a one (1) week turn-around time is desired.
- CITY comments and input on submittals will be provided to the CONSULTANT's Project Manager. Any differences between Owner's staff will be addressed by the CLIENT Project Manager.
- Provide the CONSULTANT staff with 24-hour access to the Class I Industrial injection well construction site during the duration of the project.
- Financial assurance requirements for the FDEP UIC Class I Well Construction Permit submittal.

DELIVERABLE/TASK SCHEDULE

The work should be completed over an eighteen (18) month period contingent on the CITY's issuance of a Notice to Proceed by November 2018 and the requirements stated in the FDEP's UIC Class I Rule 62-528.900, F.A.C. The CONSULTANT will deliver or complete the below deliverables/ tasks by the duration indicated:

Task	Task Description	Months following NTP
1	Project Management	18 months
1.1	Monthly progress reports with updated schedule	On-going
1.2	Agenda and meeting minutes conducted by CONSULTANT	On-going
2.1	Design drawings, specifications and OPCC (60%)	1 month
2.2	Construction Documents-design drawings, specifications and OPCC (90%)	2 months
2.3	Final Design and Construction Documents-design drawings, specifications and OPCC (100%)	3 months
3.1	Submit Draft Class I Industrial Injection Well Construction Permit Application to City for Review	1 month
3.1	Submit Class I Industrial Injection Well Construction Permit Application to FDEP for Review	2 months
3.1	Responses to FDEP RAIs	3 months
3.1	Review Draft Permit and Notice of Intent	4 months
3.2	Submit Building Department Permit Application	2 months
3.2	Responses to Building Department RAIs	3 months
		Months following Contractor's NTP and UIC Permit
4.0	Engineering Services During Construction	6 months
5.0	Field	6 months

COMPENSATION

The work described shall be performed using the lump sum method of payment. Invoices shall be prepared each month based upon the percent complete.

Task Description	Percent of Total Fee	Fee
Task 1- Project Management, Meetings and QA/QC	7.70%	\$52,428.32
Task 2 - Detailed Design	9.20%	\$62,028.00
Task 3- Permitting	3.10%	\$21,098.56
Task 4- Engineering Services During Construction	12.00%	\$81,432.80
Task 5- Hydrogeologic Field Services	68.00%	\$460,536.00
TOTAL	100%	\$677,523.68
Additional Allowance		\$100,000.00
TOTAL		\$777,523.68

EXHIBIT "B"

INSURANCE REQUIREMENTS

CONSULTANT shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager who can be reached by phone at (954) 786-4636 or email cindy.lawrence@copbfl.com should you have any questions regarding the terms and conditions set forth in this Article.

CONSULTANT is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage.

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONSULTANT under this Agreement.

Throughout the term of this Agreement, CONSULTANT and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440. CONSULTANT further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as CITY's interests may appear, on General Liability Insurance only, relative to claims which arise from CONSULTANT's negligent acts or omissions in connection with CONSULTANT's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

Type of Insurance**Limits of Liability****GENERAL LIABILITY:**

Minimum \$1,000,000 Per Occurrence and
\$2,000,000 Per Aggregate

* Policy to be written on a claims incurred basis

XX	comprehensive form	bodily injury and property damage
XX	premises - operations	bodily injury and property damage
—	explosion & collapse hazard	
XX	underground hazard	
XX	products/completed operations hazard	bodily injury and property damage combined
XX	contractual insurance	bodily injury and property damage combined
XX	broad form property damage	bodily injury and property damage combined
XX	independent CONSULTANTS	
XX	personal injury	personal injury

— sexual abuse/molestation Minimum \$1,000,000 Per Occurrence and Aggregate

AUTOMOBILE LIABILITY:

Minimum \$1,000,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

XX comprehensive form
XX owned
XX hired
XX non-owned

REAL & PERSONAL PROPERTY

XX comprehensive form Agent must show proof they have this coverage.

EXCESS LIABILITY

Per Occurrence Aggregate

XX	other than umbrella	bodily injury and property damage combined	\$2,000,000	\$2,000,000
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PROFESSIONAL LIABILITY

Per Occurrence Aggregate

XX	* Policy to be written on a claims made basis	\$2,000,000	\$2,000,000
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(3) If Professional Liability insurance is required, CONSULTANT agrees the indemnification and hold harmless provisions set forth in the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. If required by law, CONSULTANT and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONSULTANT, the CONSULTANT shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONSULTANT hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.