

TOWN OF DAVIE TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Dan Colabella; 954-433-4024

SUBJECT: Resolution

AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM:

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE WATER TREATMENT PLANT EXPANSION.

REPORT IN BRIEF:

The Town is proceeding with the expansion and upgrade of the water treatment plant (WTP). The Town is ready to enter the design phase of the treatment plant design process. This resolution is to direct the mayor to enter into an agreement for the design phase of the WTP expansion with the highest ranked firm. The firm of Calvin, Giordano and Associates was ranked first in the recent engineering firm procurement authorization process for the design of the WTP. All projects associated with the design phase of the project have been approved in the five year capital plan and the Utilities Department budget.

PREVIOUS ACTIONS: R-2001-268

CONCURRENCES: N/A

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$883,200

Account Name: Capital Outlay

RECOMMENDATION(S): Approval

Attachment(s): 1. Resolution

2. Exhibit "A" (Agreement) - 2 copies

RESOLUTION R-2002-

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH CALVIN, GIORDANO AND ASSOCIATES, INC. FOR ENGINEERING SERVICES ASSOCIATED WITH THE WATER TREATMENT PLANT EXPANSION.

WHEREAS, Calvin, Giordano and Associates, Inc. has been selected to provide for professional engineering and surveying services for the water treatment plant expansion by Resolution R-2001-268; and

WHEREAS, the Town Council deems it to be in the best interest of the Town of Davie to execute a contract for these projects.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor to execute an agreement with Calvin, Giordano and Associates, Inc. for engineering services associated with the water treatment plant expansion that is attached hereto and identified as Attachment "A".

SECTION 2. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

EXHIBIT "A"

AGREEMENT BETWEEN THE TOWN OF DAVIE, FLORIDA, AND CALVIN, GIORDANO AND ASSOCIATES, INC. FOR GENERAL PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE WATER TREATMENT PLANT EXPANSION

THIS AGREEMENT, made and entered into the ___ day of _____ 2002, by and between:

TOWN OF DAVIE, FLORIDA
a municipal corporation
6591 Orange Drive
Davie, Florida 33314
(hereinafter referred to as "TOWN")

Calvin, Giordano & Associates, Inc.
1800 Eller Drive, Suite 600
Ft. Lauderdale, FL 33316
(hereafter referred to as "CORPORATION")

WHEREAS, the Town issued a Request for Proposal (B-01-92) for Professional Engineering Services Associated with the Water treatment Plant Expansion; and

WHEREAS, the recommended firm will provide professional services for the design of the Water Treatment Plant Expansion and associated projects that do not exceed \$1,000,000.00 in basic construction cost or \$50,000.00 for a planning or study activity pursuant to the "continuing services" Section 287.055, Florida Statutes; and

WHEREAS, the Town Council approved staff's recommendation by Resolution R-2001-268 and authorized the Town Administrator or his designee to negotiate a contract for such services.

NOW, THEREFORE, in consideration of the benefits provided by CORPORATION to the citizens of Davie and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

SECTION 1.

1.01 The above recitals are true and correct and are incorporated herein.

SECTION 2. TERM

2.01 This Agreement shall be effective upon the approval of the Town Council and shall terminate two (2) years from that date. However, either party may terminate this Agreement by providing a thirty (30) calendar days written notice. The TOWN shall have the option to renew this Agreement for one (1) additional two (2) year term upon the same terms, conditions and limitations imposed hereby.

SECTION 3. SCOPE OF SERVICES

3.01 CORPORATION acknowledges that it will perform professional engineering services for the design of the Water Treatment Plant Expansion and for projects that do not exceed \$1,000,000.00 in basic construction cost or \$50,000.00 for a planning or study activity pursuant to the "continuing services" Section 287.055, Florida Statutes.

3.02 CORPORATION will conduct services as outlined in the TOWN'S RFP B-01-92. CORPORATION will be required to provide experienced professional service in all engineering disciplines.

3.03 Projects to be performed by Corporation for the Water Treatment Plant Expansion are listed in Attachment "A".

SECTION 4. CONSIDERATION

4.01 The TOWN will pay all properly submitted invoices in accordance with the Florida prompt payment act.

SECTION 5. DUTIES AND RESPONSIBILITIES OF TOWN

5.01 Timely review and comment on all work product submitted by CORPORATION and schedule all required meetings on a timely basis.

5.02 Other assistance as may be required by CORPORATION to complete required work authorized by TOWN.

SECTION 6. INSURANCE

6.01 Prior to commencing work, the CORPORATION shall provide TOWN with certificates of insurance providing coverage as required.

6.02 The CORPORATION shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:

- (a) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence.
- (b) Worker's Compensation and Employer's Liability Insurance for all employees of the CORPORATION engaged in work under the Agreement in accordance with the laws of the State of Florida. The CORPORATION shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- (c) Comprehensive General Liability Insurance with the following minimum limits of liability:

Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence. Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$500,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence:

- (1) Premises and Operations;
 - (2) Independent Contractors;
 - (3) Products and Completed Operations;
 - (4) Broad Form Property Damage;
 - (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
 - (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and
 - (7) Explosion, collapse, underground coverage (X - C - U)
- (d) Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by the CORPORATION in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence.

6.03 ALL LIABILITY INSURANCE POLICIES EXCEPT PROFESSIONAL LIABILITY SHALL SPECIFICALLY PROVIDE THAT THE TOWN OF DAVIE IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CORPORATION UNDER THE AGREEMENT. Insurance companies selected must be acceptable to TOWN. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

SECTION 7. INDEMNIFICATION

7.01 GENERAL INDEMNIFICATION: The CONTRACTOR agrees to indemnify and hold harmless the TOWN, its officers, agents, and employees, from any and all liability, defense costs, including attorneys' fees, and all other fees incidental to the defense, loss, or damage the TOWN may suffer as a result of claims, demands, costs, or judgments against it arising from the subject project. Nothing in this agreement shall be construed to affect in any way the TOWN'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

7.02 PATENT AND COPYRIGHT INDEMNIFICATION: The CORPORATION agrees to indemnify, defend, save and hold harmless the TOWN, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

SECTION 8. TERMINATION AND DEFAULT

8.01 In the event CORPORATION shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, TOWN shall give written notice by certified mail, return receipt requested to CORPORATION of default and that such default shall be corrected or actions taken to correct such default shall be commenced within ten (10) calendar days thereof. In the event CORPORATION has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of TOWN, TOWN shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CORPORATION shall be liable for all procurement and reprourement costs and any and all damages permitted by law

arising from the default and breach of this Agreement.

- 8.02 TOWN shall have the right to terminate the Agreement, without cause, by giving written notice to CORPORATION of such termination and specifying the effective date thereof, at least ten (10) calendar days prior to the effective date of termination.

SECTION 9. RECORDS AND AUDIT

- 9.01 TOWN reserves the right to audit the records of CORPORATION relating to this project at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by TOWN. If required by TOWN, CORPORATION shall agree to submit to an audit by an independent certified public accountant selected by TOWN. CORPORATION shall allow TOWN to inspect, examine and review the records of CORPORATION at any and all times during normal business hours during the term of this Agreement.

SECTION 10. INDEPENDENT CONTRACTOR

- 10.01 It is understood and agreed that CORPORATION is and shall remain an independent contractor with respect to the services being performed by CORPORATION pursuant to this Agreement and shall not, for any purpose, be deemed an employee of TOWN.

SECTION 11. CONFLICT OF INTEREST

- 11.01 CORPORATION covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with TOWN. CORPORATION further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CORPORATION or its employees, must be disclosed in writing to TOWN.
- 11.02 CORPORATION is aware of the conflict of interest laws of Broward County and the State of Florida, Chapter 112, Florida Statutes (1993), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 11.03 CORPORATION warrants that it has not employed or retained any person employed by TOWN to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by TOWN any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of his privilege.

SECTION 12. ASSIGNMENT

12.01 This is a personal services Agreement whereby TOWN has expressly retained CORPORATION. This Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the TOWN which consent can be arbitrarily withheld.

SECTION 13. COMPLIANCE WITH LAWS

13.01 CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Town of Davie and of any other public authority which may be applicable to this Agreement.

SECTION 14. VENUE

14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellant attorney's fees, interest and taxable costs.

SECTION 15. GOVERNING LAW

15.01 The validity, construction and effect of this agreement shall be governed by the laws of the State of Florida.

SECTION 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first written above, in two (2) counterparts, each of which shall without proof or accounting for the other counterpart be deemed an original Contract.

Witness:

Corporation

BY

Title

Date:

OWNER

Town of Davie, a Florida
Municipal Corporation

ATTEST:

Russell Muniz
Town Clerk

Harry Venis
Mayor

(Seal)

Thomas J. Willi
Town Administrator

DATE:_____

APPROVED AS TO FORM AND
CORRECTNESS:

Monroe Kiar, Town Attorney
Town of Davie

Council Approved:_____ Date

Attachment A @ WTP Project Design Phase Summary

I. CONSUMPTIVE WATER USE PERMIT (CUP)

Prepare the South Florida Water Management District (SFWMD) "Water Use Permit" to increase the Town's maximum water withdrawal rate. This is a 5 year permit and must account for increased water withdrawal required for the new membrane water treatment plant as well as new water customers. This permit is a critical portion of the WTP expansion. The membrane equipment cannot be operated without an increase in water withdrawal. The current Water Use Permit expires October 15, 2003 and consultant will assemble past records, obtain necessary forms and documents, apply new data to the calculations, prepare a Permit Report with aquifer analysis by a professional hydrogeologist, a Water Conservation Plan and a Long Term Water Supply Plan. The project includes the following:

1. Data Collection - Assemble past records, obtain necessary forms and documents, apply new data, prepare outlines for Permit Report, Water Conservation Plan, Long Term Water Supply Plan.
2. Water Conservation Plan - Update the current Water Conservation Plan and show how the Town has conserved water in the past and how it will conserve water in the future.
3. Long Term Water Supply Plan - Collect data, maps, proposed/potential well sites, preliminary design analysis, hydraulics, recommendations, cost estimates, and conclusions. This report must address the utilization or non-utilization of the proposed Broward County Water Supply System, an assessment of the continued use of the Biscayne Aquifer, a review of the SALT program, a review of County's wellfield protection ordinance, plans for water storage due to wellfield failure, and proposed conservation measures to help reduce aquifer stress.
4. Aquifer Analysis - The SFWMD requires that the Biscayne Aquifer be analyzed to determine the stress on the groundwater aquifer at different withdrawal rates and at varying recharge levels, i.e., from canals and at the saltwater interface. An analysis will also be performed on neighboring wellfields due to the increased withdrawals from Davie. The Town's withdrawal must be in conformance with the Broward County Water Supply Plan.
5. Reuse Feasibility Study - Preparation and submittal of the reuse feasibility study including collection of data, preparation of maps, determination of proposed/potential users/uses, preparation of the process design, determination of the hydraulics of the system perform the financial analysis, recommendations, cost estimates, conclusions. This study is also required for renewal of the wastewater

treatment plant operating permit.

6. Consumptive Water Use Permit Application - Preparation and submittal of the Consumptive Water Use Permit application to South Florida Water Management District; Coordination and meetings during SFWMD review process.

HOURLY NOT TO EXCEED FEE OF \$86,750

II. VULNERABILITY ASSESSMENT

On 6/12/2002 a law was promulgated which amended the Safe Drinking Water Act. Due to this legislation a Vulnerability Assessment (VA) plan must be prepared by all drinking water systems serving a population greater than 3,500 persons. The VA is required to be completed by December 31, 2003. The VA shall assess the vulnerability of the system to a terrorist attack or other intentional acts intended to disrupt the system to supply a safe and reliable supply of drinking water. The consultant will perform the VA per the Sandia National Laboratories RAM-W and AWWA procedures. The Environmental Protection Agency (EPA) is responsible for enforcing this law. The EPA has determined that an acceptable VA generally includes the following items:

1. Characterize the water system including the equipment, mission and objectives.
2. Identify and prioritize adverse consequences.
3. Determine what malicious acts could be performed.
4. Assess the likelihood of malicious acts.
5. Evaluate existing counter measures.
6. Develop a prioritized plan for upgrades.

HOURLY NOT TO EXCEED FEE OF \$54,000

III. STATE REVOLVING FUND (SRF)

The following shall serve as a brief summary of the services to be provided for the State Revolving Fund Loan Administration Services Project in order to obtain low interest loans from the State of Florida for design and construction of the WTP Expansion:

1. Process Summary & Document Needs - Includes the preparation of a listing of all projects anticipated by the Town for inclusion in the Facilities Plan, provide a summary of the DEP requirements for funding and the documents that are required (those existing & needed), prepare a schedule and timeline, and provide a general opinion of the Town's potential to obtain funding.
2. Requests for Inclusion - Includes the preparation of the necessary forms for

placement of the Town's projects on the DEP's priority list.

3. Facilities Plan- Includes the preparation of a Facilities Plan for water and wastewater sufficient for submittal to DEP for SRF funding to include; Introduction, Environmental climate, summary of existing facilities, summary of existing capital construction, future capital needs, cost comparisons, environmental impact assessment, and public participation. Also included are a "table top" rate analysis and Sewer System Evaluation Survey.
4. Public Hearing Support - Includes the preparation of a Power Point Presentation and support to the Town for a public hearing.
5. Respond to DEP Comments - Includes clarification, additional back-up and minor revisions to the Facilities Plan as required to respond to DEP comments.
6. Capital Financing Plan Documents - Includes the preparation of a capital financing plan describing how the Town is going to pay for the projects for which it requests funds.
7. Preconstruction & Construction Loan Applications - Includes the preparation of the preconstruction loan application and up to three construction loan application packages.

HOURLY NOT TO EXCEED FEE OF \$95,450

- IV. REPLACEMENT OF GASEOUS CHLORINE DISINFECTION SYSTEM AT THE WTP
- The Town currently uses gaseous chlorine for disinfection at the WWTP and South WTP. Storage of 2500 pounds or greater requires the Town to maintain a Risk Management Program to reduce the possibility of a chlorine leak which could injure workers at the plants or the residents near the facilities. This project includes preparation of technical specification and preparation of bid documents for this equipment. Gaseous chlorine is dangerous and there is a substantial risk of injury if there is an accidental or criminal gas release. Replacement of the ton containers with an onsite chlorine generation removes this release threat. This increases employee as well as public safety.

HOURLY NOT TO EXCEED FEE OF \$32,000

- V. EXPANSION OF THE SOUTH WATER TREATMENT PLANT AND REHABILITATION OF THE NORTH WTP
- The South WTP needs to be expanded to meet the average daily water needs as well as the peak daily needs of the eastern water service area. The North WTP needs to be repaired. The expansion must be designed to meet the future EPA regulations.

The North WTP is an old facility commissioned in the 1970's and is nearing the end of useful life of the equipment. In order to maintain the permitted capacity of the plant and maintain a safe water supply, repairs must be made to the facility. The South WTP does not have capacity to supply the Town's entire demand. The South WTP produces highly colored finished water and reduction of this color will enhance the quality and safety of the water. Additional capacity is also required to meet project flows. In order to provide additional capacity and redundancy, new wells are needed and will be designed.

In order to meet the future regulation and meet projected flows, a 4 mgd Membrane Softening (MS) treatment process that uses cartridge filter units to remove contaminants from the raw water stream will be designed. The treated water will initially be blended with the water from the existing lime softening unit.

HOURLY NOT TO EXCEED FEE OF \$615,000