

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Hazen & Sawyer, P.C.

For

Project Agreement No. 15-008-HS

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Hazen & Sawyer, P.C. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated **October 28, 2010**, this Project Agreement authorizes the CONSULTANT to provide the services as set forth below:

The CITY and the CONSULTANT agree as follows:

SECTION 1 DEFINITIONS

1.1 **Change Order**: Change Order shall mean a written order to the CONSULTANT executed by the CITY, issued after execution of a Project Agreement or other agreement, authorizing and directing an addition, deletion or revision in the Work or an adjustment in the Contract Price or Contract Times, issued on the effective date of the Agreement.

1.2 **Contract Documents**: The Contract Documents establish the Rights and obligations of the parties and include the Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid (including documentation accompanying the Bid and any post Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications and the Drawings as the same are more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. Approved Shop Drawings and the reports and drawings of subsurface and physical conditions are not Contract Documents. Only printed or hard copies of the items listed in this paragraph are Contract Documents. Files in electronic format of text, data, graphics, and the like that may be furnished by the CITY, the CONSULTANT or the Engineer to the Contractor are not Contract Documents.

1.3 **Defective Work**: The word "Defective", when modifying the word "Work", refers to Work that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by the CITY).

1.4 **Drawings:** That part of the Contract Documents prepared or approved by the CONSULTANT which graphically shows the scope, extent, and character of the Work to be performed by the Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

1.5 **Field Order:** A written order issued by the CONSULTANT which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

1.6 **Specifications:** That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

1.7 **Subconsultant:** An entity having a direct contract with the CONSULTANT or with any other Subconsultant for the performance of a part of the Work.

1.8 **Work.** The entire completed construction or the various separately identifiable parts thereof required to be provided under this Project Agreement. Work includes and is the result of performing or providing all labor, services, and documentation necessary to complete the Work, all as required by this Project Agreements.

SECTION 2 SCOPE OF SERVICES

2.1 The CONSULTANT shall provide engineering services to the CITY for the Project as described in the "Project Description" attached as **EXHIBIT "1"**.

2.2 The "Scope of Services" and tasks to be provided by the CONSULTANT for this Project are those services and tasks as listed in **EXHIBIT "2"**.

2.3 The CITY may request changes that would increase, decrease, or otherwise modify the Scope of Services. Such changes must be contained in a written change order executed by the parties in accordance with the provisions of the Continuing Services Agreement, prior to any deviation from the terms of the Project Agreement, including the initiation of any extra Work.

SECTION 3 DELIVERABLES

As part of the Scope of Services the CONSULTANT shall provide to the CITY the Deliverables as listed in **EXHIBIT "5"**.

SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES

4.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through **December 31, 2016**, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed **[180]** days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission.

4.2 **Commencement.** The CONSULTANT'S services under this Project Agreement and the time frames applicable to this Project Agreement shall commence upon the date provided in a written

Notification of Commencement ("Commencement Date") and receipt of a fully executed Purchase Order provided to the CONSULTANT from the CITY. The CONSULTANT shall not incur any expenses or obligations for payment to third parties prior to the issuance of the Notification of Commencement. The CONSULTANT must receive written notice from the CITY'S Director of Utilities or designee prior to beginning the performance of services in any subsequent phases of this Agreement. Prior to granting notice for the CONSULTANT to proceed to a subsequent phase, the CITY'S Director of Utilities or designee may, at its sole option, require the CONSULTANT to submit the itemized deliverables/documents identified in **EXHIBIT "5"** of this Agreement for the Director's review.

4.3 **Contract Time.** Upon receipt of the Notification of Commencement and the fully executed Purchase Order, the CONSULTANT shall commence services to the CITY on the Commencement Date, and shall continuously perform services to the CITY, without interruption, in accordance with the time frames set forth in the "Project Schedule," a copy of which is attached and incorporated into this Agreement as **EXHIBIT "3"**. The number of calendar days from the Commencement Date, through the date set forth in the Project Schedule for completion of the Project or the date of actual completion of the Project, whichever shall last occur, shall constitute the Contract Time.

4.4 **No Damages For Delay.** The CONSULTANT shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs, on account of delays in the progress of the Project from any cause whatsoever including an act or neglect of the CITY, adverse weather conditions, an act of God, strike, war or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other causes beyond the CONSULTANT'S control, or by delay authorized or caused by the CITY, or by other causes which the CONSULTANT determines may justify delay. The CONSULTANT'S sole remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the CITY. The CONSULTANT will not be entitled to damages for delay, howsoever caused. However, additional costs to the CONSULTANT or delays in the CONSULTANT'S performance caused by improperly timed activities shall not be the basis for granting a time extension. If the CONSULTANT wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the CITY within thirty (30) calendar days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The CITY'S representative, shall determine whether or not the CONSULTANT is entitled to a time extension for the delay. The failure of the CONSULTANT to give such notice shall constitute a waiver of any claim under this section.

4.5 Notwithstanding the provisions of Paragraph 4.5, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction, and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement **EXHIBIT "A"**, Salary Costs. The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Change Order.

4.6 All limitations of time set forth in this Agreement are of the essence.

SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION

5.1 The basis and method of compensation to the CONSULTANT for the services rendered pursuant to this Project Agreement shall be in conformance with **EXHIBIT "E"** of the Continuing Services Agreement.

5.2 Maximum Amount Not-To-Exceed Compensation – Not Used.

5.3 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$ **673,000.00**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT

Billing and payments to the CONSULTANT shall be in accordance with **EXHIBIT "E"** of the Continuing Services Agreement and Exhibit "4" of this agreement.

SECTION 7 TERMINATION / SUSPENSION

7.1 Termination shall be in accordance with Section 6 of the Continuing Services Agreement.

7.2 Suspension in accordance with Section 43 of the Continuing Services Agreement.

7.3 **Assignment Upon Termination.** Upon termination of this Project Agreement, the work product of the CONSULTANT shall become the property of the CITY and the CONSULTANT shall within ten (10) working days of receipt of written direction from the CITY, transfer to either the CITY or its authorized designee, all work product in its possession, including but not limited to, designs, specifications, drawings, studies, reports and all other documents and data in the possession of the CONSULTANT pertaining to this Project Agreement. Upon the CITY'S request, the CONSULTANT shall additionally assign its rights, title and interest under any subcontractor's agreements to the CITY. All Work product provided under this Section shall be used solely for its intended purpose.

SECTION 8 PERSONNEL ASSIGNED TO PROJECT

8.1 The CONSULTANT shall assign only qualified personnel to perform any services concerning this Project Agreement. At the time of execution of this Agreement, the parties anticipate that the following named individuals will perform those supervisory or primary functions indicated:

NAME	FUNCTION
Rob Taylor	Company Officer/Project Director
Kurt Pfeffer	Senior Principal Professional/Project Manager
John Koroshec	Senior Principal Professional/QA/QC
Gerald Ratasky	Senior Principal Professional/Electrical Engineer

NAME	FUNCTION
Jen McMahon	Principal Professional/Mechanical Engineer
Jean Paul Silva	Principal Professional/Structural Engineer
Evan Curtis	Principal Professional/Instrumentation and Controls Engineer
Luis Amaral	Supervising Professional/Instrumentation and Controls Engineer
David Hernandez	Assistant Professional/Civil/Mechanical Engineer
Caitlin Klug	Senior Professional/Environmental Engineer
Monique Durand	Senior Professional/Environmental Engineer
Brad Pickett	Professional/Electrical Engineer
David Reed	Assistant Professional/Electrical Engineer
Fran Bennett	Senior Designer/CADD Designer
Terry Bocas	Senior Designer/CADD Designer
Teresa McNally	Administrative Assistant/Administrative Assistant

So long as the individuals named above remain actively employed or retained by the CONSULTANT, they shall perform the functions indicated next to their names. Furthermore, the CITY reserves the right to reject any proposed substitution for any of the above named individuals, and the CITY shall have the further right to require that any individual assigned to the Project by the CONSULTANT be removed from the Project and reassigned for good cause.

SECTION 9 INCORPORATION OF CONTINUING SERVICES AGREEMENT

All terms and conditions of the "Continuing Service Agreement" between the CITY and the CONSULTANT dated, **October 28, 2010** not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

SECTION 10 SEVERABILITY

If any term or provision of this Project Agreement or its application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Project Agreement or the application of such terms or provisions to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Project Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 11 GOVERNING LAW

This Agreement shall be governed by the laws of the State of Florida. Should the Parties be involved in legal action against each other arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Hazen & Sawyer, P.C. by and through its Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____

Mayor Michael J. Ryan

_____ day of _____, 2015.

AUTHENTICATION:

Felicia M. Bravo
City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney
City of Sunrise
10770 W. Oakland Park Blvd.
Sunrise, Florida 33351
Telephone: (954) 746-3300

By: _____

Kimberly A. Kisslan
City Attorney

CONSULTANT

Hazen & Sawyer, P.C.

By: Albert Muniz
Albert Muniz, P.E.
Vice President

26 day of March, 2015.

AUTHENTICATE:

Robert B. Taylor, Jr.
Secretary

Robert B. Taylor, Jr., P.E.
(Please type name of Secretary)



WITNESSES:

[Signature]
Terence McWally
John Paul

EXHIBIT "1"

TO

PROJECT AGREEMENT

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

PROJECT DESCRIPTION

The feasibility of various biosolids management alternatives, applicable to the City for the Sawgrass and Springtree WWTPs, are discussed in Chapter 12 of the City of Sunrise Wastewater Facilities Master Plan. The key aspects of concern to the City when evaluating biosolids treatment alternatives were determined to be low odor potential, high possible carbon credits, Class A/AA product, a regional approach for end product, and existing technology experience. The Master Plan provided an evaluation of the current regulatory requirements and considerations, the existing biosolids treatment processes, treatment alternatives, disposal methods, and costs associated with alternatives that meet the City's objectives. The recommended biosolids treatment process includes the addition of anaerobic digestion, centrifugal dewatering, improvements to sludge thickening and odor control facilities, and a thermal dryer system.

Through a joint workshop and subsequent meetings with City staff, a phased approach was devised for implementation of the necessary improvements. The following table indicates the proposed work packages by plant site, as modified subsequent to the 2008 Master Plan.

Project Site	Project Element	Bid Package
Sawgrass WWTP	• Centrifuge Dewatering Facilities (Phase 1)	A
	• Thickening and Odor Control Improvements (Phase 1)	C
	• Anaerobic Digestion Facilities (Phase 1)	C
Springtree WWTP	• Centrifuge Dewatering Facilities (Phase 1)	A
	• Sludge Holding Tank Capacity Improvements (Phase 1)	A
	• Thickening Reliability Improvements (Phase 1)	A
	• Anaerobic Digestion Facilities (Phase 1)	B
Southwest WWTP	• Sludge Holding/Transfer Facilities (Phase 1)	TBD
Sawgrass WWTP	• Thermal Drying Facilities (Phase 2 - future)	D

Bid Package A facilities are currently under construction at both the Sawgrass and Springtree WWTPs. This Project Agreement includes engineering services for the design, permitting and bidding of Bid Package B – Springtree WWTP Anaerobic Digestion Facilities, which includes the following major components:

- A. Installation of anaerobic digestion capacity to replace the current aerobic stabilization facilities at the treatment plant.

- B. Anaerobic digestion facilities would be sized to accommodate 100% of the thickened residuals stream generated from the treatment facility. This improvement would increase the quantity of material which could be stabilized prior to ultimate handling either as a liquid Class B product suitable for land application, or a dewatered cake product suitable for land application, land filling, or thermal drying.
- C. Ancillary facilities associated with anaerobic digestion could also be added to the detailed design of facilities. Consideration will be given in the design of these facilities to the potential for beneficial utilization of the digester gas in a combined heat and power system for on-site generation of electricity from a renewable energy source (digester gas) and capture and utilization of waste heat from engine driven equipment for digester process heating demands. Actual design of a combined heat and power system is not included in this scope and would only be added as expressly authorized by the CITY.

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EXHIBIT "2"

TO

PROJECT AGREEMENT

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

SCOPE OF SERVICES

SECTION 1 DESIGN SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

1.1 Basis of Design – Not Used.

1.2 Design for Bidding. Upon authorization by the CITY, the CONSULTANT shall prepare and submit to the CITY 90% and 100% Design Documents for Construction in accordance with the project schedule and deliverables. The Design for Construction shall include drawings, plans and specifications (the "Construction Documents") which describe with specificity all elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the CITY. The Design for Construction shall specifically include, but shall not be limited to, the following:

1.2.1 General Design. General design covers index of drawings, location and vicinity maps, design data, flow diagrams, hydraulic profile, and general conditions. General drawings and specifications shall be prepared;

1.2.2 Civil Design. Civil Design covers the layout of the proposed facilities and associated outside piping, paving, grading and drainage. Contract drawings and specifications for the civil work shall be prepared;

1.2.3 Architectural Design. The design of the architectural features of the proposed building shall be accomplished. Contract drawings and specifications shall be prepared;

1.2.4 Structural Design. Structural design of the digester tank, building foundation, building supports, and handrail structures is covered by this task. Contract drawings and specifications for the structural work shall be prepared;

1.2.5 Mechanical Design. Mechanical design consists of the selection, design, and layout of new process equipment, pumping equipment and piping. Mechanical design also covers cathodic

protection systems and/or external protective coatings for buried and submerged metallic pipelines. Contract drawings and specifications for the mechanical work shall be prepared;

1.2.6 **Electrical Design.** Electrical design consists of the analysis of power utility service, variable speed drive analysis, determination of power requirements, preparation of lightning and circuit diagrams, and design of electric motors and switchgear. Contract drawings and specifications for the electrical work shall be prepared;

1.2.7 **Instrumentation and Control Design.** Instrumentation and control design consists of development of specific control systems for the systems specified for the project and development of final process and instrumentation diagrams (P&ID's shall show layouts of all project systems and the relationships of systems and subsystems to one another.) The diagrams serve as process summaries, design control, construction and operation aids. Control panels are designed for the instrument and display components selected and existing components modified or replaced. Contract drawings and specifications for the instrumentation work shall be prepared.

1.3 **Estimate of the Cost of Construction.** Contemporaneously with the submission of the 90% Design for Construction documents, the CONSULTANT shall submit to the CITY in writing its updated Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit. Absent clear and convincing negligence on the part of the CONSULTANT in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

1.4 **Permit Documents:** The CONSULTANT shall prepare permit documents required for the approval of authorities having jurisdiction over the Project, and the CONSULTANT shall coordinate the issuance of all required permits with any

authorities having jurisdiction of same. The CITY shall pay all permitting, application and processing fees. The CITY will review all draft permit documents within two weeks of receipt. City of Sunrise Building Department will review courtesy submittal within four weeks of receipt. Anticipated permits required under this project include the following:

- 1.4.1 Florida Department of Environmental Protection (FDEP) Application for Major Revision to a Wastewater Facility or Activity Permit
- 1.4.2 Broward County Environmental Protection and Growth Management (EPGMD) – Application to Construct/Modify a Wastewater Treatment Plant
- 1.4.3 FDEP Environmental Resource Permit (ERP) Modification
- 1.4.4 Broward County Surface Water Management License Modification
- 1.4.5 City of Sunrise Community Development Engineering and Site Planning Review
- 1.4.6 City of Sunrise Building Department Courtesy Review (one review cycle)

SECTION 2 BIDDING SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

- 2.1 **Solicitation of Bids.** The CONSULTANT shall prepare bid specifications and packages as directed by CITY and make them available for distribution to all prospective bidders. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project during normal business hours for all prospective bidders. The CONSULTANT shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of this agreement. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of pre-bid conferences; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;
- 2.2 **Addenda.** The CONSULTANT shall prepare for CITY approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY and shall be reimbursed for the actual costs of reproduction at the same reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' questions and comments at any time during the bidding process.

- 2.3 **Evaluation of Contractors and Suppliers.** The CONSULTANT shall investigate, analyze, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder;
- 2.4 **Substitution of Materials and Equipment.** The CONSULTANT will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the CITY with respect to same;
- 2.5 **Bid Opening.** The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY. The CITY shall prepare appropriate bid tabulation sheets. The CONSULTANT shall assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services.
- 2.6 **Construction Cost.** If the bid cost of construction exceeds the estimated cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of such construction costs, and have done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES – NOT INCLUDED UNDER THIS PROJECT AGREEMENT

SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE – NOT INCLUDED UNDER THIS PROJECT AGREEMENT

SECTION 5 SPECIAL SERVICES OF THE CONSULTANT

If authorized in writing by the CITY, the CONSULTANT shall perform the following special services: (No fees are currently included for these services)

- 5.1 Preparation of applications and supporting documents (in addition to those required hereinabove) for private or governmental grants, loans or advances in connection with the Project. Preparation or review of environmental assessments and impact statements and the effect of same on the design requirements of the Project. Assistance in obtaining approvals

from authorities having jurisdiction over any anticipated environmental impact to the Project;

- 5.2 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the CITY;
- 5.3 Services resulting from significant changes in the general scope, extent or character of the Project or its design, including but not limited to, major changes in the size, complexity, financing, or schedule of the Project. Such services include the revision of any previously prepared studies, reports, design documents or Contract Documents when revisions are required as a result of changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond CONSULTANT's reasonable control;
- 5.4 Preparation of the staffing plan for operation of the Project;
- 5.5 Preparation of renderings or models;
- 5.6 Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services, so long as same are not the fault or responsibility of the CONSULTANT.
- 5.7 Investigation and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; value engineering during the course of design; preparation of feasibility studies, cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the project; evaluating processes available for licensing and assisting the CITY in obtaining process licenses; detailed quantity surveys of material, equipment and labor and audits or inventories required in connection with construction performed by the CITY;
- 5.8 Providing any type of property surveys or related engineering services needed for the transfer of any interest in real property and field surveys for design purposes and engineering surveys and staking to enable the Contractor to proceed with the Work;
- 5.9 Providing any special field surveys as may be required by the CITY
- 5.10 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the CITY.
- 5.11 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the CITY previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the CONSULTANT, either in whole or in part.
- 5.12 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the CITY due to causes not within the

control or responsibility of the CONSULTANT, either in whole or in part.

- 5.13 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the CONSULTANT, either in whole or in part.
- 5.14 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the Work of the Contractor.
- 5.15 If any of the services identified in this paragraph are caused by, or result from, any errors or omissions of the CONSULTANT, same shall be performed without cost to the CITY.

SECTION 6 SERVICE SCHEDULE

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

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EXHIBIT "3"

TO

PROJECT AGREEMENT

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

PROJECT SCHEDULE

Task/Description	Task/Completion In Weeks Following Authorization
Task 1.4 – Design for Bidding	
90% Submittal	33 weeks
100% Submittal	41 weeks
Task 1.5 – Estimate of Cost of Construction	
90% Submittal	35 weeks
100% Submittal	43 weeks
Task 1.6 – Permit Documents	43 weeks
Task 2.1 – Solicitation of Bids	As required by City Purchasing
Task 2.2 – Addenda	As required by City Purchasing
Task 2.3 – Evaluation of Contractors and Suppliers	As required by City Purchasing
Task 2.4 – Substitution of Materials and Equipment	As required by City Purchasing
Task 2.5 – Bid Opening	As required by City Purchasing

EXHIBIT "4"

TO

PROJECT AGREEMENT

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

P A Y M E N T S C H E D U L E

Task/Description	Percent of Total Fee	Fee
Task 1.4 – Design for Bidding	86.6	\$582,700
Task 1.5 – Estimate of Cost of Construction	2.2	\$15,100
Task 1.6 – Permit Documents	6.3	\$42,100
Task 2.1 – Solicitation of Bids	0.3	\$2,000
Task 2.2 – Addenda	1.5	\$10,400
Task 2.3 – Evaluation of Contractors and Suppliers	0.4	\$3,000
Task 2.4 – Substitution of Materials and Equipment	0.4	\$3,000
Task 2.5 – Bid Opening	0.2	\$1,500
Expenses	2.0	\$13,200
Total	100.0	\$673,000

EXHIBIT "5"

TO

PROJECT AGREEMENT

SUNRISE UTILITIES SPRINGTREE BIOSOLIDS ANAEROBIC DIGESTION

DELIVERABLES

- 90% Design Documents, twelve copies
- 100% Design Documents, twelve copies
- 90% Construction Cost Estimate, twelve copies
- Final Construction Cost Estimate (100%), twelve copies
- Permit Applications, one draft review copy, three final copies as submitted:
 - Florida Department of Environmental Protection (FDEP) Application for A Major Revision To A Wastewater Facility or Activity Permit
 - Broward County Environmental Protection and Growth Management Department (EPGMD) – Application To Construct/Modify A Wastewater Treatment Plant
 - FDEP Environmental Resource Permit (ERP) Modification
 - Broward County Surface Water Management License Modification
 - City of Sunrise Community Development Engineering and Site Planning Review
 - City of Sunrise Building Department Courtesy Review (one review cycle)
- Bid Documents / Record of Prospective Bidders, three copies to CITY
- Addenda, three copies
- Bid Evaluation / Recommendation of Award in PDF format via email
- All drawing submittals shall be ten (10) sets of “D” size and two (2) sets of half size drawing along with two (2) disks of CADD (in AutoCAD format).
- All specification submittals shall be GBC bound with two (2) disks in Word format.