

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

and

ARCADIS U.S., INC.

For

Project Agreement No. 17-014-AR

SPRINGTREE INDUSTRIAL DEEP INJECTION WELL FLOW DELIVERY SYSTEM (ON-SITE) CONSTRUCTION MANAGEMENT SERVICES (CMS)

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("CITY") and Malcolm Pirnie, Inc. for General Professional Engineering Services ("CONTINUING SERVICES AGREEMENT") dated **October 27, 2010** as assigned to Arcadis U.S., Inc ("CONSULTANT"), this Project Agreement authorizes 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 **August 31, 2019**, 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 **one hundred eighty (180) days**. No other 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 4.4, 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 Agree 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 **\$487,852.82**. It is understood that the method of compensation is that of Lump Sum, which means that CONSULTANT shall perform all services set forth for the Project's total compensation Lump Sum 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;

<u>NAME</u>	<u>FUNCTION</u>
Robert Daoust	Company Officer
Chris Barlow, PE	Principal Professional
Ron Mattingly, PE	Senior Inspector
Julie Nicholson	Senior Designer
Lisa Ciacco	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 abovenamed 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 SERVICES AGREEMENT between the CITY and the CONSULTANT dated, **October 27, 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. Except as set forth in Sections 6.2, 14 and 32 of the Continuing Services Agreement, 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.

SECTION 12 PUBLIC RECORDS

The CONSULTANT shall comply with all applicable requirements contained in the Florida Public Records Law (Chapter 119, Florida Statutes), including but not limited to any applicable provisions in Section 119.0701, Florida Statutes. To the extent that the CONSULTANT and this Project Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the CONSULTANT shall:

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the 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.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Project Agreement and following completion of this Project Agreement if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT 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.

If the CONSULTANT fails to comply with the requirements in this Section 12, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under

Section 119.10, Florida Statutes.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PROJECT AGREEMENT, THE CONSULTANT SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: THE CITY CLERK, FELICIA M. BRAVO, BY TELEPHONE (954/746-3333), E-MAIL (CITYCLERK@SUNRISEFL.GOV), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).

SECTION 13 DISCRIMINATORY VENDOR LIST

Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Project Agreement, CONSULTANT represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

SECTION 14 PUBLIC ENTITY CRIMES

Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. By execution of this Project Agreement, CONSULTANT represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

SECTION 15 SCRUTINIZED COMPANY *(Applicable to agreements over \$1 million for goods or services)*

Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not:
On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;

On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
Engaged in business operations in Cuba or Syria.

Pursuant to Section 287.135, Florida Statutes, CITY may, at the option of the City Commission, terminate this Project Agreement if CONSULTANT:

- a. Is found to have submitted a false certification as provided under subsection 287.135(5);
- b. Has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c. Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- d. Has been engaged in business operations in Cuba or Syria.

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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 Arcadis U.S, Inc. by and through its Company Officer, duly authorized to execute same.

CITY
CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 20__.

AUTHENTICATION:

Felicia M. Bravo, City Clerk

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
ARCADIS U.S., INC.

By: _____
Robert J. Daoust

TITLE: Associate Vice President

____ day of _____, 20__.

AUTHENTICATE:

Secretary _____
Title

(CORPORATE SEAL)

WITNESSES:

EXHIBIT "1"

To

PROJECT AGREEMENT

SPRINGTREE INDUSTRIAL DEEP INJECTION WELL FLOW DELIVERY SYSTEM (ON-SITE) CONSTRUCTION MANAGEMENT SERVICES (CMS)

PROJECT DESCRIPTION

The City of Sunrise (CITY) completed installation of two Class I Industrial Deep Injection Wells and a dual zone monitoring well at the Springtree Wastewater Treatment Plant (WWTP). These injection wells will receive flow from the WWTP (24.2 MGD max flow) and Reverse Osmosis (RO) Water Treatment Plant (reject and spent cleaning solutions from the WTP, 1.63 MGD max flow).

A new standby treated effluent pump with VFD will be added in the general location of the existing plant water pumps. A new plant water delivery system using booster pumps that take suction from the treated effluent pump discharge will be included. The RO reject water delivery system will include piping from the general area of the WTP to the injection wells and associated backflow preventers as required by permitting. The RO reject will have adequate residual pressure resulting from the WTP process to facilitate injection without further pumping.

In order to facilitate construction of the injection wells it is necessary to fill an existing dry retention area. This will impact the existing plant drainage system. The existing drainage system on NW 44th Street (along the northern border of the plant) also requires improvements and associated drainage solutions may be most efficiently developed integral with improvements required to fill the retention pond.

The CITY has identified a need to loop the potable water piping system on the plant site with existing dead end water main segments on NW 44 St. This will be accomplished by extending an 8-inch water main from the general area of the lime sludge lagoons north to NW 44th Street, and east and west to connect to an existing line at the northeast corner of Piper high school and one near the northwest corner of the plant site.

In order to provide some redundancy for the existing standby generator and to ensure adequate satisfaction of long-term standby power needs, a new standby diesel-powered generator will be included in the project. It is anticipated this facility will be housed in its own dedicated building and include an independent fuel system.

Based on the above described requirements the primary elements for this project are summarized as follows:

- A new standby treated effluent pump (400 HP) to be located where existing plant water pumps are currently positioned. Replacement plant water pumps will be powered at an alternate location.
- New VFD's for the existing treated effluent pumps.
- Piping/valving/metering system to deliver the treated effluent to the injection wells.
- Piping/valving/metering to deliver RO reject to the injection wells.
- Demolition and replacement (at an adjacent location) of the existing plant water pumping system.
- A new diesel standby generator with fuel system, building (to be located either in the general area of the injection well(s), or elsewhere on the site). This will include an automatic transfer switch and development of a load control matrix capability but not synchronous gear.

Under this Project Agreement the CITY is requesting the CONSULTANT to provide construction contract administration and part-time resident project representative services (collectively “construction management services”) during the construction phase for the on-site component of this project.

EXHIBIT "2"

TO

PROJECT AGREEMENT

**SPRINGTREE INDUSTRIAL DEEP INJECTION WELL
FLOW DELIVERY SYSTEM (ON-SITE)
CONSTRUCTION MANAGEMENT SERVICES (CMS)**

SCOPE OF SERVICES

SECTION 1 DESIGN SERVICES (Not Used)

SECTION 2 BIDDING SERVICES (Not Used)

SECTION 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following Construction Administration Contract Services in connection with the Project:

- 3.0 **Pre Award Services.** The CONSULTANT will provide assistance to the CONTRACTOR and CITY in securing construction permits and approvals from CITY and outside agencies. CONSULTANT's efforts will be limited to answering questions, providing as many as four
(4) copies of the plans, specifications and other related materials in 11" x 17" format in support of the project; CONSULTANT will coordinate its efforts directly with the CONTRACTOR as requested.
- 3.1 **Representation of the CITY.** The CONSULTANT shall represent the CITY during the construction phase which will commence with the award of the Contract for Construction. The CONSULTANT shall act on behalf of the CITY only to the extent provided in this Project Agreement and in the Contract for Construction. The CONSULTANT shall provide the CITY an on-site Project Representative ("INSPECTOR") who will coordinate the project activities through the CITY's Project Manager with some assistance from the CONSULTANT as outlined below. The CITY acknowledges and agrees that the CONSULTANT shall provide the INSPECTOR on a part-time day shift basis and that the INSPECTOR shall be present for up to, but not exceeding, twenty (20) hours per week throughout the period of construction. When required, additional inspection services shall be performed by other forces provided by the CITY. Refer to Special Services provided under Section 5 of this Project Agreement for the CONSULTANT and its on-site Project Representative role and responsibilities required during night time and weekend shifts. It is anticipated that a majority of the Contract Administrative Services for this Project will be handled by the CONSULTANT's INSPECTOR and the CITY's Project Manager. The

CONSULTANT herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference;

- 3.2 **Construction Meetings.** The CONSULTANT shall schedule and attend a pre-construction meeting which shall include, but not be limited to, the CONSULTANT, the Contractor (and the major Subcontractors), and appropriate representatives from the CITY. The pre-construction

meeting shall review and discuss applicable procedures for contract administration as well as other items that are commonly covered by the CITY during such meetings. For the period of construction, which is estimated to be no more than fifteen (15) months, the CONSULTANT shall schedule bi-weekly progress meetings with the CITY and the Contractor to review the progress of the PROJECT. It is anticipated that the CONSULTANT's INSPECTOR will attend all meetings, with other CONSULTANT team members attending as necessary. The INSPECTOR shall prepare, distribute and maintain summary notes of the preconstruction meeting and all other meetings relating to the Project;

- 3.3 **Interpretations and Clarifications.** At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing (via electronic mail) within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The notification shall include an overview of potential impacts to quality, operations, schedule or cost. The CONSULTANT shall prepare and issue necessary interpretations and clarifications of the Contract Documents. The CONSULTANT must obtain written approval from the CITY if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the CITY shall prepare work directives and proposed Change Orders. The CONSULTANT shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the CITY. The INSPECTOR may issue field orders, upon approval from the CITY's Project Manager that do not affect cost, schedule, quality or utility operations;
- 3.4 **Examination of the Schedule of Values.** Upon receipt, the CITY shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY may require from the Contractor and approve accordingly. The CITY shall provide a copy of the approved Schedule of Value's to the CONSULTANT;
- 3.5 **Examination of Construction Schedules.** The CONSULTANT shall examine and review the construction schedule, and monthly updates thereof, submitted by the Contractor;
- 3.6 **Inspection of the Work and Testing.** The CONSULTANT shall have an INSPECTOR carefully inspect the Work of the Contractor, part-time, when present on-site and for no more than twenty (20) hours per week, including final inspection or testing required by the Contract Documents. When required, additional inspection services shall be performed by other forces provided by the CITY. The purpose of such inspections shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. In making such inspections, the INSPECTOR shall exercise standard professional care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the Schedule and from overpayment to the Contractor. Furthermore, the INSPECTOR shall require and review tests required by laws, rules, regulations, and ordinances, codes, orders or the Contract Documents and shall report to the CITY the results thereof. The CITY acknowledges and agrees that the CONSULTANT

cannot inspect or review the quality of the Contractor's Work or its progress during work performed when the INSPECTOR is not on-site.

- 3.7 **Approval of Request for Payment.** The CONSULTANT's INSPECTOR shall review the Contractor's monthly pay request and shall confirm material installed for that pay application period due to the Contractor under the Contract for Construction predicated upon: inspections of the Work, partial and final Releases of Liens as reported by the Contractor, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue for Payment to the CITY in such amounts. The issuance of an Approval for Payment shall constitute a representation by the INSPECTOR to the CITY that the INSPECTOR has made an inspection of the Work, and that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the INSPECTOR, the Contractor is entitled to payment of the amount submitted for approval. The CITY shall be the final interpreter of the amount of payment;
- 3.8 **Contract Interpretations.** The CONSULTANT shall be the interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance there under by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the request of the CITY;
- 3.9 **Rejection of Work.** The CONSULTANT shall reject any Work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. Whenever it is necessary in order to protect the interest of the CITY, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Contract for Construction whether or not such Work is fabricated, installed or completed;
- 3.10 **Shop Drawings and Submittals.** The CONSULTANT shall provide support by the EOR for the review, study, and approval of, or take other necessary actions upon, the Contractor's Shop Drawings, product data, samples, MOT, asphalt, signage, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT's representation to the CITY that such submittal is in conformance with the Contract for Construction. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project;
- 3.11 **Change Orders.** The CONSULTANT shall review and advise the CITY concerning, proposals and requests for Change Orders from the Contractor. The CITY's Project Manager shall prepare Change Orders for the CITY's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time. A copy of the Change Order shall be submitted to the CONSULTANT;

- 3.12 **Substantial Completion and Final Completion.** The CONSULTANT, based upon inspections of the Project, shall determine and recommend in writing to the CITY the date of Substantial Completion of the Project and the date of Final Completion of the Project. The CONSULTANT shall insure all contractual requirements for substantial completion are met prior to issuing the recommendation to the CITY. When appropriate, the CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, bound, and neat format, and forward to the CITY any and all written warranties, guarantees, bonds, certificates of inspection, tests, reports, surveys, required approvals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial completion;
- 3.13 **Record Drawings.** The CONSULTANT shall review Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the CITY that said drawings are adequate, accurate and complete as provided by the Contractor.
- 3.14 **Deficient Work Product.** The CONSULTANT shall, without additional compensation, promptly correct errors, omissions, deficiencies or conflicts in its work product to the extent that such errors, omissions, deficiencies or conflicts are not caused by forces beyond the CONSULTANT's reasonable control, including without limitation acts or omissions of subcontractors, the construction Contractor, or other parties performing Work on the PROJECT for the CITY.
- 3.15 **Project Closeout / Certifications.** The CONSULTANT shall prepare and submit the necessary documentation for the successful completion and acceptance of the project for operation with the CITY's CDD, Broward County Health Department, Broward County Environmental Protection Department, Florida Department of Environmental Protection, South Florida Water Management District, U.S. Army Corp of Engineers, Broward County Highway Construction and Engineering Division and Broward County Traffic Engineering Division.
- 3.16 **Operation and Maintenance Manuals.** The CONSULTANT shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract. The CONSULTANT shall prepare a detailed Operation and Maintenance Manual for the Springtree Effluent Disposal System. The scope of work associated with the detailed O&M Manual shall be as described below:

3.16.1 The new O&M manual will include the following information:

- Design Criteria
- Description of the process and treatment goals

- Standard Operating Procedures (SOPs)
- Equipment Lists, for major process components
- General discussion of regulatory requirements that relate to each process

3.16.2 The new O&M manual will be developed in Microsoft Word format and be converted to PDF format. A graphical type process schematic, isometric diagrams (as necessary), and photos will be included for each process feature to facilitate understanding of each system included. Graphic display information from the SCADA system with descriptions will be incorporated for the electrical and control systems sub-sections updates. Links in the PDF file will be created to reference to the applicable sections of the vendor furnished O&M information that was provided by the Contractor. Examples of the type of information to be included through links included spare parts documentation, lubricants, startup and calibration reports, fabrication drawings, etc. The O&M manual will be coordinated with established plant-wide procedures and processes.

3.16.3 Standard Operating Procedures will be provided in the O&M chapters developed. Where available in the existing vendor furnished O&M information provided in construction projects, this information will be included in links to the PDF file. Typical contents proposed for the SOPs includes:

- Pre-Startup and Startup Procedures
- Normal Operating Procedures (including specific details about how to operate systems both in automatic and manual modes, as applicable).
- Operational Routing and Monitoring Procedures
- Safety and Preventive Maintenance (including CITY standard equipment sheets, CITY standard forms to be provided to CONSULTANT).
- Shutdown Procedures
- Abnormal Conditions Response, Troubleshooting & Emergency Shutdown

SECTION 4 INSPECTION/ PROJECT REPRESENTATIVE

- 4.1 The CONSULTANT shall provide the services of a part-time, on-site project INSPECTOR for up to, but not exceeding, twenty (20) hours per week. When required, additional inspection services shall be performed by other forces provided by the CITY. The INSPECTOR shall be the CONSULTANT's agent at the Project site. The INSPECTOR shall be responsible to inspect the work and shall keep the CITY fully informed of the progress and quality of the work. The INSPECTOR shall review the

Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor. The INSPECTOR shall attend the preconstruction, progress meetings and other meetings pertaining to construction of the Project as required. The INSPECTOR shall serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The INSPECTOR shall review shop drawings approved by the CONSULTANT, and ensure that the Work performed meets the shop drawing requirements. The INSPECTOR shall provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the CONSULTANT. The INSPECTOR shall record in writing, and immediately report to the CONSULTANT and the CITY, any defective, deficient, faulty or unsatisfactory work performed by the Contractor. The INSPECTOR shall witness and verify tests required by the Contract Documents as well as the operation of equipment and systems installed by the Contractor. The INSPECTOR shall maintain detailed records relating to any such tests. The INSPECTOR shall accompany visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY.

The INSPECTOR shall timely notify the CONSULTANT and CITY in writing in the event clarifications or interpretations of the Contract Documents are required or requested by the Contractor. The INSPECTOR shall maintain at the Project site a complete set of Contract Documents including all conformed documents, change orders, modifications, supplemental drawings, field orders, and directives. The INSPECTOR shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower/equipment on the Project, and such other items as may be relevant to the progress and quality of the construction. The INSPECTOR shall also maintain names, addresses and telephone numbers of contractors, subcontractors, and major suppliers of material and equipment for the Project. The INSPECTOR shall periodically (and no less frequently than monthly) prepare reports of the progress of the work and the Contractor's compliance with the Contract Documents including, but not limited to, the progress schedule and the schedule of shop drawings and sample submittals. The INSPECTOR shall advise the CONSULTANT and CITY in advance of any scheduled test, inspection or start-up of any equipment as well as commencement of any significant phase of the Work. The INSPECTOR shall report immediately in writing to CONSULTANT and the CITY upon the occurrence of any known accident. In accordance with the requirements of the contract between the CITY and the CONSULTANT, the INSPECTOR shall review the Contractor's applications for payment. The INSPECTOR shall verify the submission of certificates, as-builts, operation manuals, and other documents required by the Contract Documents and shall deliver copies of same to the CONSULTANT and the CITY prior to final payment to the Contractor. The INSPECTOR shall assist with final inspection of the Work and shall inspect the Work to determine that all requirements for final inspection have been completed. Any exceptions noted shall be submitted to the CONSULTANT and the CITY in writing prior to final payment to the Contractor and CONSULTANT shall provide

Record Documents to the CITY. The INSPECTOR shall also perform the other duties as outlined in Section 3 above. In addition to the above, the INSPECTOR shall perform the following:

- Develop Final Punch List items for each sequence of Work.
- Confirm all pipe restraints are installed per CITY details. CONSULTANT'S inspection time is limited to 20 hours per week. CONSULTANT'S INSPECTOR shall confirm any pipe restraints installed while INSPECTOR is onsite conform to CITY details.
- Review the Contractor's pre-construction video.
- Ensure testing is performed in accordance with the Contract Documents.
- Prepare Daily/Weekly Activity Reports when on site of the Work performed. These reports shall include the names of all persons on site, the weather conditions, equipment used and activities completed while the INSPECTOR was present.
- Provide construction photos.
- Agenda/Meeting Minutes.

- 4.2 The INSPECTOR shall not authorize any deviation from the contract documents or any substitution of materials or equipment unless first authorized in writing by both the CONSULTANT and the CITY. The INSPECTOR shall not exceed the limitations of the CONSULTANT's authority as set forth in the agreement by and between the CONSULTANT and the CITY or as set forth in the Contract Documents. The INSPECTOR shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The INSPECTOR shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. It is expressly agreed and understood that the duties and responsibilities of the consultant shall in no manner whatsoever be diminished, released, discharged, or waived as a result of any performance (or lack thereof) by the inspector.

SECTION 5 **SPECIAL SERVICES OF THE CONSULTANT**

If authorized in writing by the CITY, the CONSULTANT shall perform the following special services. If such special services identified below are caused by, or result from, any errors or omissions of the CONSULTANT, same shall be performed without cost to the CITY. In all other cases, such special services shall be provided by the CONSULTANT to the CITY for additional compensation to be paid by the CITY to the CONSULTANT and which shall be negotiated at the time of the request:

- 5.1 Services resulting from work occurring at night or on weekends.
- 5.2 Making revisions to 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.

5.3 Legal assistance.

SECTION 6 SERVICE SCHEDULE

The CONSULTANT shall perform its services as expeditiously allowed. The CITY acknowledges that the CONSULTANT's ability to perform its services may be impacted by the performance, or lack thereof, by the Contractor and that the CONSULTANT has not ability to influence or control the Contractor's performance. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance of the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities having jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within ten (10) working days of said submittal. If, in the event construction of the Project is suspended for more than thirty (30) days, the CONSULTANT shall also suspend Construction Management 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 an additional service and shall be paid based on the Standard Hourly Rates as described in this Project Agreement. The reasonable term of construction upon which the fees for Construction Management 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 five (5) business days of said rejection.

SECTION 7 ASSUMPTIONS AND BASIS OF CONSULTANT COMPENSATION

1. CITY shall pay for all associated permit fees.
2. It is understood and accepted by that the CITY is requesting the CONSULTANT only to provide an INSPECTOR on a part-time basis for this project. The CONSULTANT shall be held responsible for accuracy of observations or data collected by CITY staff or for work performed by the Contractor at times when the INSPECTOR is not present.

EXHIBIT "3"

TO

PROJECT AGREEMENT

**SPRINGTREE INDUSTRIAL DEEP INJECTION WELL
FLOW DELIVERY SYSTEM (ON-SITE)
CONSTRUCTION MANAGEMENT SERVICES (CMS)**

PROJECT SCHEDULE

Task	Description	Task/Completion In Calendar Days Following Notice To Proceed
1.0	Pre-Construction Engineering & Contract Administration Services	60*
2.0	Engineering Services & Contract Administration During Construction	435*
3.0	Observation Services During Construction	435*
4.0	Post-Construction Engineering Services & Contract Administration	45*

* Commensurate with the CONTRACTORS schedule of 390 days following NTP to Substantial Completion. and 45 days thereafter to reach Final Completion from their Notice of Commencement. Additional time has been included prior to Notice to Proceed to allow for pre-construction requirements including, but not limited to shop drawings, permits, mobilization, and other efforts as deemed necessary. This schedule also includes additional time for project closeout and other activities as may be needed to complete the project.

EXHIBIT "4"

TO

PROJECT AGREEMENT

**SPRINGTREE INDUSTRIAL DEEP INJECTION WELL
FLOW DELIVERY SYSTEM (ON-SITE)
CONSTRUCTION MANAGEMENT SERVICES (CMS)**

PAYMENT SCHEDULE

Task	Description	Percent of Total	Fee
1.0	Pre-Construction Engineering & Contract Administration Services	9%	\$42,365.88
2.0	Engineering Services & Contract Administration During Construction	30%	\$146,643.69
3.0	Observation Services During Construction	49%	\$241,194.18
4.0	Post-Construction Engineering & Contract Administration Services	12%	\$57,656.14
	Total Lump Sum Amount	100%	\$487,859.89

Note:

The above values by Task represent estimated percentages of the project cost based on the CONSULTANT's understanding of the project tasks, deliverables, and schedule, and may be subject to change, if authorized by the CITY, but remaining within the total Lump Sum amount.

EXHIBIT "5"

TO

PROJECT AGREEMENT

**SPRINGTREE INDUSTRIAL DEEP INJECTION WELL
FLOW DELIVERY SYSTEM (ON-SITE)
CONSTRUCTION MANAGEMENT SERVICES (CMS)**

DELIVERABLES

Task	Description	Task/Completion In Days Following Notice of Commencement
1, 2, and 4	Contract Administration Services	540*
3	Project Representative /Inspection	540*

* Commensurate with the CONTRACTORS schedule of 390 days NTP to Substantial Completion and 45 days thereafter to reach Final Completion from their Notice of Commencement. Additional time has been included prior to Notice to Proceed to allow for pre-construction requirements including, but not limited to shop drawings, permits, mobilization, and other efforts as deemed necessary. This schedule also includes additional time for project closeout and other activities as may be needed to complete the project.