

## **PROJECT AGREEMENT**

Between

THE CITY OF SUNRISE

And

**Hazen and Sawyer, P.C.**

For

Project Agreement No. PA-20-010-HS

### **Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services.**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Hazen and Sawyer, P.C. for General Professional Engineering Services (hereinafter referred to "CONTINUING SERVICES AGREEMENT") dated **October 28, 2010**, this Project Agreement between the City of Sunrise ("CITY") and Hazen and Sawyer, P.C. ("CONSULTANT") 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, 2022** 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 4.4, 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 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.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project, (as listed in **Exhibit "A"** of the Continuing Services Agreement) up to a maximum amount not-to-exceed including Other Direct Costs **\$170,935**.

5.3 **Lump Sum Compensation – Not used.**

## **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:

| <b>NAME</b>             | <b>FUNCTION</b>                           |
|-------------------------|---|
| Patricia Carney, PE     | Company Officer                           |
| Kurt Pfeffer, PE        | Process Mechanical QAQC, Technical Expert |
| Anthony Niemiec Jr., PE | Process Mechanical, IPR, Project Manager  |
| Brad Pickett, PE        | Electrical, Supervising Professional      |
| Patrick Bowles, PE      | Electrical, Professional                  |
| Jean Paul Silva, PE     | Structural, Supervising Professional      |
| Keith Dinnen, PE        | I&C, Supervising Professional             |
| Anna Lindsay            | Assistant Professional                    |
| Michael Niemiec         | Designer                                  |
| Teresa McNally          | Senior Administrator                      |

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. 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 attorneys' 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](mailto:CITYCLERK@SUNRISEFL.GOV)), OR MAIL (CITY OF SUNRISE, OFFICE OF THE CITY CLERK, 10770 WEST OAKLAND PARK BOULEVARD, SUNRISE, FLORIDA 33351).**

[SPACE INTENTIONALLY LEFT BLANK]

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 and 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 \_\_\_\_\_, 202\_\_.

AUTHENTICATION:

\_\_\_\_\_  
Felicia M. Bravo  
City Clerk

(SEAL) Seal

Approved as to form:

Kimberly A. Kisslan, City Attorney

By: \_\_\_\_\_  
Kimberly A. Kisslan  
City Attorney

**CONSULTANT**

Hazen and Sawyer, P.C.

By: \_\_\_\_\_

Patricia A. Carney, P.E.  
Vice President

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**AUTHENTICATE:**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Robert B. Taylor, Jr., P.E.  
Vice President

(CORPORATE SEAL)

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT "1"**

### **TO**

## **PROJECT AGREEMENT**

### **Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements Design, Bidding and Construction Management Services.**

## **PROJECT DESCRIPTION**

This project provides improvements required to address deficiencies in the Springtree WWTP Plant Service Water System (PSW) system, provide improved reliability of the PSW system operation and make improvements to the Gravity Belt Thickening (GBT) pumping systems. Preliminary design for improvements to the GBT pumping systems, included replacement of thicken sludge pumps for the GBT system, a strainer and wash water pumps for each GBT unit was completed under Letter Agreement 298 entitled “Springtree WWTP Thickened Sludge Pumps Replacement” (March 2018, Hazen). As part of the Scope of Work of this Project Agreement, this work will be combined with improvements to the PSW system as a single bid package.

The summary of work for the upgrades to the Springtree WWTP PSW and GBT pumping systems includes the following:

- Addition of a third PSW pump and associated electrical and instrumentation components. The third PSW pump will be identical in flow and head to the existing PSW pumps. This pump will serve as a standby pump.
- Installation of eight isolation valves at various branch locations in the PSW loop to improve operational flexibility. The number and location of these valves were determined by a previous study conducted under Letter Agreement 297 entitled “Springtree WWTP Plant Service Water System Study” (February 2019, Hazen).
- Replacement of local check valves of the PSW system to surge damping check valves for assist with localized treatment process water hammer.
- Removal and replacement of two existing GBT Thickened Sludge Pumps. The existing pumps are nearing the end of their useful life. The proposed pumps will be positive displacement pumps as previously recommended by the Engineer for this application. Design for replacement of these pumps includes replacement of the suction and discharge piping.
- Installation of two GBT Wash Water Booster Pumps, associated piping, and controls. These pumps will be an addition to the system to provide adequate process water to the system.

**EXHIBIT "2"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**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 Preliminary Consultation and Analysis. – Not used.**
- 1.3 Preliminary Documents. – Not used.**
- 1.4 Design for Bidding.** Upon authorization by the CITY, and after reviewing with the CITY the subsurface utility locate information, and after incorporating any changes or alterations authorized or directed by the CITY with respect to the proposed improvements and upgrades or with respect to the requirements of the Project, and after written authorization, respectively, the CONSULTANT shall prepare and submit to the CITY, 90% and 100% Design Documents for Construction in accordance with the project schedule (Exhibit 3) and deliverables (Exhibit 5).

CONSULTANT will attend the following meetings in support of project implementation:

- 1. Kickoff Meeting (Minutes will be provided)
- 2. One Site Visit with City Staff and Subconsultant, if required
- 3. 90% Design Workshop Meeting (Minutes will be provided)

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:

- 1.4.1 General Design. General design covers index of drawings, location and vicinity maps, design data, flow diagrams, and general conditions. General drawings and specifications shall be prepared;
  - 1.4.2 Civil Design. Civil Design covers the layout of the proposed facilities and associated outside piping, and site restoration. Pipeline profiles are not included as part of this work. Contract drawings and specifications for the civil work shall be prepared;
  - 1.4.3 Architectural Design. - Not used.
  - 1.4.4 Structural Design. Structural design of the equipment foundation and piping supports is covered by this task. Contract drawings and specifications for the structural work shall be prepared;
  - 1.4.5 Mechanical Design. Mechanical design consists of the selection, design, and layout of new pumping equipment and piping. Contract drawings and specifications for the mechanical work shall be prepared;
  - 1.4.6 Electrical Design. Electrical design will be provided in support of the proposed new pumping systems;
  - 1.4.7 Instrumentation and Control Design. Three P&IDs will be prepared, one for each of the following: the plant service water pump, gravity belt thickening pumps, and wash water pumps. P&IDs will be limited to the three processes noted above.
  - 1.4.8 Subsurface Utility Location. CONSULTANT shall contract the services of a subsurface utility location provider and licensed State of Florida Surveyor to conduct and record the findings at eight locations where isolation valves are proposed along the plant service water loop. The information provided will include utility conflicts, pipe sizes, top of pipe elevation and pipe material. Consultant shall review the completed subsurface utility locate report to assure its completeness prior to the utilization in the design process.
- 1.5 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;

- 1.6 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 CONSULTANT shall prepare all applicable permit applications and supply corrected 90% drawings for submittal with those applications and obtain permit review approval status prior to bidding the project, unless otherwise directed by the Utilities Director.

Failure to identify governmental authorities that have jurisdiction over the project does not relieve CONSULTANT from responsibility to pursue the permit as described above. However, an equitable adjustment to the CONSULTANT's compensation may be negotiated if deemed appropriate. The CITY shall pay all permitting, application and processing fees.

- State of Florida Department of Environmental Protection Department (FDEP)
- Broward County Environmental Protection and Growth Management Division (BC EPGMD)
- City of Sunrise Community Development Department – Engineering
- City of Sunrise Community Development Department – Building Department

The City of Sunrise Community Development Engineering submittal assumes a maximum of two submittals for comments limited to City standards and Code related items. All other comments will be addressed at the Engineer's discretion. Subsequent submittals and/or reviews will be done on a time and material basis with a minimum 21-day response time.

- 1.6.1** CONSULTANT will attend a Pre-Permitting Meeting with the City of Sunrise Community Development Department - Engineering Division.

## **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 the CITY Purchasing Department. CONSULTANT shall meet with CITY Purchasing Department to review bid documents. CONSULTANT shall provide a final copy of the complete bid package in digital format to the CITY for distribution to prospective bidders. CONSULTANT shall attend a pre-bid conference and project site visit.
- 2.2 **Addenda**. The CONSULTANT shall prepare for CITY approval addenda as appropriate to provide responses to technical inquiries regarding the Bidding Documents. The CONSULTANT shall provide the CITY with a digital copy of addenda for distribution to prospective bidders. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' technical questions and comments at any time during the bidding process. Non-technical inquiries will be addressed by the CITY.
- 2.3 **Evaluation of Contractors and Suppliers**. The CITY shall forward the bid proposal package for the lowest responsive bidder to the CONSULTANT. The CONSULTANT shall investigate, and evaluate the bid for technical compliance and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the lowest responsive bidder. Non-technical bidding requirements shall be evaluated by the CITY. CONSULTANT shall make a recommendation to CITY in regard to the award of the contract.
- 2.4 **Substitution of Materials and Equipment**. Included as part of Construction Administration.
- 2.5 **Bid Opening**. The CONSULTANT shall attend the bid opening, 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 as described above.
- 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**

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

- 3.1 **Preparation of Conformed Documents for Contract Execution and Construction.** The CONSULTANT shall revise technical specifications and contract drawings to reflect the changes and revisions incorporated by addenda. The CONSULTANT shall prepare and provide deliverables to the City and the Contractor as needed or indicated in Exhibit 5 for Contract execution and use during construction of the project;
- 3.2 **Assistance to Contractor for Procuring Community Development Department - Engineering and Building Permits and Approvals.** The CONSULTANT shall provide assistance to the Contractor for procuring the Community Development Department permits from the City of Sunrise. CONSULTANT shall provide signed/sealed drawing revisions, and submittals as required to obtain permits, obtain inspection approvals and closeout permits. CONSULTANT shall provide previous drawing submittal permit comments to the Contractor within three (3) days of the Notice to Proceed (NTP) with this agreement. CONSULTANT shall insert the stamped drawings approved by the Community Development Department submittal sets provided to the Contractor. CONSULTANT shall provide drawing revisions to satisfy permit comments within seven (7) days of the issuance of the comment from the permit jurisdiction. CONSULTANT shall monitor merit status and provide feedback to the City. CONSULTANT shall revise drawings to reflect changes required for permit approval after the bid. CONSULTANT shall provide a permit submittal cover letter that addresses previous permit review comments, drawings changes since the previous permit submittal and new permit submittals within three (3) days of receiving copies of the contractors permit applications or updated submittals;
- 3.3 **Representation of the CITY.** The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Project Agreement and in the Contract for Construction. The CONSULTANT shall have and perform all of the duties, obligations and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the CITY and a General Contractor. 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;
- 3.4 **Construction Meetings.** The CONSULTANT shall schedule and attend a pre-construction meeting which shall include, but shall not be limited to, the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY. During construction, the level of effort for this task is limited to one (1) preconstruction conference and six (6) construction progress meetings with the City, Contractor and others. The CONSULTANT shall prepare,

distribute and maintain detailed minutes of the pre-construction meeting and all other meetings relating to the construction of the Project;

- 3.5 **Interpretations and Clarifications.** At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The CONSULTANT shall prepare and issue any 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 CONSULTANT 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 CONSULTANT may issue field orders that do not affect cost, schedule, quality or utility operations;
- 3.6 **Examination of the Schedule of Values.** Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY;
- 3.7 **Examination of Construction Schedules.** The CONSULTANT shall examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. The CONSULTANT shall advise the CITY in writing with respect to the adequacy and accuracy of any such schedules or updates;
- 3.8 **Inspection of the Work and Testing.** The CONSULTANT shall carefully inspect the Work of the Contractor whenever or wherever appropriate including any final inspection or testing required by the Contract Documents. 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 CONSULTANT shall exercise care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the Schedule and from overpayment to the Contractor. Following each such inspection the CONSULTANT shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the CITY. Furthermore, the CONSULTANT shall require and review any and all tests required by

laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the CITY the results thereof. The level of effort for this task is limited to 20 hours;

- 3.9 **Approval of Request for Payment.** The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: inspections of the Work as required in Paragraph (c) hereinabove, 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 recommended approvals for Payment to the CITY in such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an inspection of the Work as provided in Paragraph (c) hereinabove, 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 CONSULTANT, the Contractor is entitled to payment of the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment;
- 3.10 **Contract Interpretations.** The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance thereunder 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 Contractor or the CITY. Unless otherwise directed by the CITY, the CONSULTANT shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract for Construction;
- 3.11 **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;
- 3.12 **Shop Drawings and Submittals.** The CONSULTANT shall review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, 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;
- 3.13 **Change Orders.** The CONSULTANT shall review, and advise the CITY concerning, proposals and requests for Change Orders from the Contractor. The CONSULTANT 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;
- 3.14 **Start-Up.** The CONSULTANT shall provide the following start-up services:

- 3.14.1 Assistance in closing any financial or related transaction for the Project;
- 3.14.2 Assistance in connection with refining or adjusting any equipment or system for the Project;
- 3.14.3 Assistance in training CITY personnel to operate and maintain the Project;
- 3.14.4 Assistance in developing systems and procedures for operational control and maintenance for the Project;
- 3.14.5 Assistance in establishing appropriate systems for the generation and maintenance of Project records;
- 3.15 **Substantial Completion and Final Completion.** The CONSULTANT, based upon one or more 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, required approvals, operation manuals, maintenance manuals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial completion;
- 3.16 **Legal Assistance.** – Not used.
- 3.17 **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.
- 3.18 **Record Drawings.** The CONSULTANT shall review any 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.
- 3.19 **Deficient Work Product.** The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product.
- 3.20 **Project Certifications.** The CONSULTANT shall assist in closing out the construction contract by certifying the final construction to permitting jurisdictional agencies. The CONSULTANT shall prepare written response to regulatory agencies requests for additional information (RAI) regarding the certification applications.

## **SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE**

4.1 The CONSULTANT shall provide the services of a project INSPECTOR. The INSPECTOR shall be the CONSULTANT's agent at the Project site. The INSPECTOR shall 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 all prebid, preconstruction, and other meetings pertaining to construction of the Project and shall prepare, circulate, and maintain detailed minutes of same. 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 record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the CONSULTANT or the Contractor. 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 all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The INSPECTOR shall maintain detailed records relating to any such tests. The INSPECTOR shall accompany any visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY. The INSPECTOR shall immediately notify the CONSULTANT in writing in the event any 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 addenda, 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 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 all 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 in advance of any scheduled test, inspection or start-up of 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 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 all certificates, maintenance manuals, 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 any 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. The level of effort for this task is limited to 144 hours. The City will provide an inspector for four of the eight isolation valve installations;

- 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 – Not used.**

#### **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.

## **SECTION 7 MISCELLANEOUS SERVICES – Not used.**

### **KEY ASSUMPTIONS**

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. City will provide record drawings information for underground utilities and electrical systems in the areas around the plant service water system and piping associated with this system.
3. HVAC and Architectural modifications are not included. Landscaping and photometric plans are not included. A geotechnical investigation is not included, as it is not required for this work. Pipeline profiles are not included as part of this work.
4. A detailed survey is not included. Survey information is limited to that described in Task 1.4 and record survey information provided by the City.
5. The City will provide AutoCAD files from the Springtree Injection Well Flow Delivery Project.
6. The CONSULTANT shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except CONSULTANT's own employees, subconsultants or other agents) at the project site.
7. The CONSULTANT shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto. CONSULTANT shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract documents.
8. Fees for legal assistance are not included as part of this work.
9. CONSULTANT shall provide the following Conformed Documents: six (6) sets of specifications and six (6) sets of half size drawings for contract execution; and six (6) sets of full size "D" drawings and six (6) sets of half-size drawings in accordance with permit approvals. CONSULTANT shall provide specification pages changed per addenda on colored paper. CONSULTANT shall provide notes on drawings changed per addenda; and CONSULTANT shall cloud and note all drawing changes required for each permit jurisdiction approval.
10. Inspection Project Representative (IPR) will work part-time during periods of active new construction. The CONSULTANT'S Inspection Project Representative will provide part-time services averaging 5.5 hours per week during periods of active new construction, including construction of new concrete slabs and equipment pads and installation and testing for plant service water pump, two (2) thickened waste sludge pumps, two (2) wash water booster pumps, eight (8) isolation valves and electrical equipment.
11. CONSULTANT shall prepare invoices on a per task basis. Permitting will be the only subtask shown on invoices
12. Level of effort for construction management services has been based on an active construction period of six (6) months. Inspection services and progress meetings are anticipated to be required during this six (6) month duration. It is noted that the contractual construction period will be longer based on equipment lead times; however, construction administration services are anticipated to be limited to processing of submittals and other project paperwork during this additional time.

**EXHIBIT "3"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**PROJECT SCHEDULE**

| <b>Task</b> | <b>Task Description</b>  | <b>Duration (Weeks)</b> | <b>Task-Completion (Weeks after NTP)</b>           |
|-------------|--|-------------------------|--|
| <b>1</b>    | <b>Design Services (NTP 1)<sup>1</sup></b>   | <b>24</b>               | <b>24</b>  |
| 1.4/1.5     | Construction Documents   |                         |  |
|             | Subsurface Utility Locator   | -                       | -  |
|             | Construction Documents (90%)   | 10                      | 10   |
|             | Develop 90% Design Drawings  | -                       | -  |
|             | Develop 90% Opinion of Probably Cost (Class 2)   | -                       | -  |
|             | 90% Submittal CITY Review Period & Workshop  | 2                       | 12   |
|             | Construction Documents (100%)  | 2                       | 14   |
|             | Develop 100% Design Drawings   | -                       | -  |
|             | Develop 100% Opinion of Probably Cost (Class 2)  | -                       | -  |
|             | 100% Submittal CITY Review Period & Workshop   | 2                       | 16   |
| 1.6         | Permitting   | 8                       | 24   |
| <b>2</b>    | <b>Bidding Services</b>  | <b>12</b>               | <b>36</b>  |
| <b>3</b>    | <b>Construction Contract Administration Services (NTP 2)<sup>2</sup></b>                                   |                         |  |
| 3.1         | Preparation of Conformed Documents   |                         | 3 days after NTP; within 7 days of permit approval |
| 3.2         | Assistance to Contractor for Procuring Community Development Department – Engineering and Building Permits |                         | 3 days after NTP; within 7 days of permit approval |
| 3.4         | Kickoff Meeting, Progress & Construction Meetings  |                         | within 10 days after NTP; monthly; as required     |
| 3.5         | Interpretations and Clarifications   |                         | within 5 working days; as required                 |
| 3.6         | Examination of the Schedule of Values  |                         | within 7 days of receipt                           |
| 3.7         | Examination of Construction Schedule   |                         | within 7 days of receipt                           |
| 3.8         | Inspection of the Work & Testing   |                         | As required  |
| 3.9         | Approval of Request for Payment  |                         | within 7 days of receipt                           |

|          |  |  |   |
|----------|--|--|---|
| 3.10     | Contract Interpretations                     |  | As required   |
| 3.11     | Rejection of Work                            |  | As required   |
| 3.12     | Shop Drawings and Submittals                 |  | within 21 days of receipt (10 days for critical path items) |
| 3.13     | Change Orders                                |  | As required   |
| 3.14     | Start-Up                                     |  | As required   |
| 3.15     | Substantial Completion and Final Completion  |  | As required   |
| 3.17     | Contractor Operation and Maintenance Manuals |  | within 21 days of receipt                                   |
| 3.18     | Record Drawings                              |  | within 30 day of receipt                                    |
| 3.19     | Deficient Work Product                       |  | As required   |
| 3.20     | Project Certifications                       |  | As required   |
|          |  |  |   |
| <b>4</b> | <b>Inspection Project Representative</b>     |  | As required   |

The schedule assumes 2 weeks CITY review time for the 90% and 100% Design Submittals. The ultimate duration for Permitting Services Task is beyond control of the CONSULTANT and is an estimate only.

\*Days are in calendar days or the next business day except Task 3.5, which shall be working days.

<sup>1</sup>City to provide NTP No. 1 for authorization to proceed with Task 1.

<sup>2</sup>City to provide NTP No. 2 for authorization to proceed with Task 3.

**EXHIBIT "4"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**PAYMENT SCHEDULE**

| <b>Task</b> | <b>Task Description</b>                              | <b>Percent of<br/>Total Fee</b> | <b>Fee</b>       |
|-------------|--|---------------------------------|------------------|
| <b>1</b>    | <b>Design Services</b>                               | <b>40.7</b>                     | <b>\$69,635</b>  |
|             |  |                                 |                  |
| <b>2</b>    | <b>Bidding Services</b>                              | <b>6.3</b>                      | <b>\$10,747</b>  |
|             |  |                                 |                  |
| <b>3</b>    | <b>Construction Contract Administration Services</b> | <b>37.4</b>                     | <b>\$63,896</b>  |
|             |  |                                 |                  |
| <b>4</b>    | <b>Inspection Project Representative</b>             | <b>10.5</b>                     | <b>\$17,957</b>  |
|             |  |                                 |                  |
|             | <b>Subtotal</b>                                      | <b>94.9</b>                     | <b>\$162,235</b> |
|             |  |                                 |                  |
|             | <b>Subconsultant (Sub Surface Locator)</b>           | <b>4.5</b>                      | <b>\$7,700</b>   |
|             | <b>Reimbursables</b>                                 | <b>0.6</b>                      | <b>\$1,000</b>   |
|             |  |                                 |                  |
|             | <b>TOTAL</b>   | <b>100</b>                      | <b>\$170,935</b> |

**EXHIBIT "5"**

**TO**

**PROJECT AGREEMENT**

**Springtree WWTP Plant Service Water System and Gravity Belt Thickening Pumps Improvements  
Design, Bidding and Construction Management Services.**

**DELIVERABLES**

| <b>Task</b> | <b>Task Description</b>  | <b>Deliverable</b>  |
|-------------|--|---|
| <b>1</b>    | <b>Design Services</b>   |   |
| 1.4         | Construction Documents   | Design 90% and 100% Construction documents – five (5) hard copies and an electronic copy of Drawings and Specifications for each design phase.  |
|             | Meeting Minutes  | Electronic copies of documents  |
| 1.5         | Preparation of Cost Opinion  | Electronic copy of 90% and 100% Cost Opinion, and a signed and sealed hard copy of the 100% Cost Opinion.   |
| 1.6         | Permitting Services  | Electronic copies of permit application RFIs, RFI Responses, permits and permit requirements, as available.   |
|             |  |   |
| <b>2</b>    | <b>Bidding and Award Services</b>                                    | Three (3) hard copies and an electronic copy of the bid documents, electronic copy of the meeting summary for the Pre-Bid Conference, electronic copies of RFIs and Responses, Electronic Copy of the Bid Recommendations, four (4) hard copies and an electronic copy of the As-Bid Construction Contract Documents. |
|             |  |   |
| <b>3</b>    | <b>Construction Contract Administration Services</b>                 |   |
| 3.1         | Preparation of Conformed Documents                                   | Six (6) sets of specifications and six (6) sets of half size drawings for contract execution; and six (6) sets of full size "D" drawings and six (6) sets of half-size drawings in accordance with permit approvals.  |
| 3.2         | Assistance to Contractor for Procuring Community Development Permits | Letter/Form/Reports/Drawings  |
| 3.4         | Kickoff Meeting, Progress & Construction Meetings                    | Agenda and Minutes  |
| 3.5         | Interpretations and Clarifications                                   | Responses   |
| 3.6         | Examination of the Schedule of Values                                | Review Comments   |
| 3.7         | Examination of Construction Schedule                                 | Review Comments   |
| 3.8         | Inspection of the Work & Testing                                     | Inspection Reports  |
| 3.9         | Approval of Request for Payment                                      | Review Comments   |

|          |  |   |
|----------|--|---|
| 3.10     | Contract Interpretations                     | Responses                               |
| 3.11     | Rejection of Work                            | Notifications                           |
| 3.12     | Shop Drawings and Submittals                 | Review Comments                         |
| 3.13     | Change Orders                                | Work Directives and Change Orders       |
| 3.14     | Start-Up                                     | Written Reviews                         |
| 3.15     | Substantial Completion and Final Completion  | Completed forms and punch lists         |
| 3.17     | Contractor Operation and Maintenance Manuals | Review Comments                         |
| 3.18     | Record Drawings                              | Record Drawings                         |
| 3.19     | Deficient Work Product                       | TBD                                     |
| 3.20     | Project Certifications                       | Certifications and Associated Documents |
|          |  |   |
| <b>4</b> | <b>Inspection Project Representative</b>     | Inspection Reports                      |
|          |  |   |
| <b>6</b> | <b>Service Schedule</b>                      | Schedule                                |

All electronic copies of Drawings shall be received in PDF format and AutoCAD format.

**EXHIBIT "D"**  
**SUBCONSULTANTS LIST**

1. Keith and Associates, Inc.