

**STANDARD PROJECT AGREEMENT**  
**Between**  
**THE CITY OF SUNRISE**  
**and**  
**MAGNOLIA RIVER SERVICES, INC.**  
**for**  
**Project Agreement No. C 19-03-04-MS-MG**

This Standard Project Agreement (hereinafter referred to as the "Agreement" or "Project Agreement") is made by and between THE CITY OF SUNRISE, FLORIDA, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "Owner," "CITY" or "City") and MAGNOLIA RIVER SERVICES, INC. (hereinafter referred to as the "Consultant" or "CONSULTANT") for services described below to be rendered for the following Project:

**NATURAL GAS UTILITY MASTER PLAN**

This Agreement shall be effective on the date it is executed by the last party to execute it. The Owner and the Consultant hereby agree as follows:

**ARTICLE I**

**THE CONSULTANT'S BASIC DUTIES TO THE OWNER**

1.1 By executing this Agreement, the Consultant represents to the Owner that the Consultant is professionally qualified to act as the Consultant for the project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the Owner that the Consultant will maintain all necessary licenses, permits or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in Exhibit A, Scope of Services. The Consultant assumes full responsibility to the Owner for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.

1.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

**1.3 MASTER PLANNING**

1.3.1 The Owner has engaged the services of the Consultant to develop a Natural Gas Utility Master Plan (NGMP) which will reflect and evaluate the current land use development, potential gas demands, asset conditions and risk analysis, pipeline capacities, current data collection and information management systems to meet current and future regulations.

1.3.2 The Consultant will collect field data and calibrate the 2019 GasWorks Model, which will be used to analyze the existing gas distribution system and how it reacts to different load conditions. The Consultant will develop a capital improvement program of recommended gas distribution improvements. The program will be developed based upon priority improvements needed to address critical areas of concern within the City and justified by the model analysis. A detailed breakout of the various Tasks for the Project are included as shown in Exhibit A, Scope of Services.

#### 1.4 ADDITIONAL SERVICES

The following services in Section 1.4.1 of the Consultant are not included in Section 1.3, nor in Exhibit A, Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the Owner prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the Owner as provided hereinafter.

1.4.1 Providing services to perform an extraordinary examination or investigation of existing conditions or to make measured drawings, or to verify the accuracy or other information provided by the Owner, or conduct feasibility studies.

#### 1.5 SERVICE SCHEDULE

1.5.1 The Consultant shall perform its services expeditiously within the agreed upon time frames. In this regard, the Consultant shall initially prepare and submit for the Owner's approval a schedule for the performance for the Consultant's services that shall include allowance for time required for the Owner's review of submissions and for approvals of authorities have jurisdiction over the Project. The Owner shall review and approve or reject any schedules submitted by the Consultant within five (5) working days of said submittal. This schedule, when approved by the Owner, shall not, except for cause, be exceeded by the Consultant. In the event the Owner rejects any schedules submitted by the Consultant, the Consultant shall submit a revised schedule within forty-eight (48) hours of said rejection. Submission of a schedule acceptable to the Owner and to which the Owner makes no objection shall be a condition precedent for any payment to the Consultant. If, in the event that the Project is suspended for more than thirty (30) days, the Consultant shall suspend services upon request of Owner. Any time spent on the Project at the request of the Owner or on the Owner's behalf during this suspension shall be additional services and shall be paid based on the Hourly Rate Schedule attached to this Agreement as Exhibit B Fee Schedule.

#### 1.6 PERSONNEL

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

NAME	FUNCTION
Amanda Smith, PMP	Project Manager
Sean Zintel, GISP	Quality Assurance/Quality Control
Rob Getman, PE	Technical Lead
Austin Gay, PE	Modeling Specialist
Jacob Howell, EIT	Senior Design Engineer

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

Von Bryan

Design Engineer

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 Owner reserves the right to reject any proposed substitution for any of the above named individuals, and the Owner 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.

## 1.7 SOFTWARE

1.7.1 The Owner and the Consultant acknowledge and agree that the Project does not include and the Owner shall have no rights under this Agreement to any of the Consultant's products under GeoCurrent, the technology division of the Consultant, or the packaged software, FlowGIS, or any elements thereof, or any tailored version thereof, or any other packaged software offered by the Consultant, the use of which shall be governed by: (1) the applicable End User License Agreement ("EULA") and/or Software-as-a-Service Agreement ("SaaS"), whether such EULA and/or SaaS is in writing or in electronic form; and (2) and payment of the required fees. The use of any third-party software shall be governed by: (1) the applicable third-party EULA and/or SaaS, whether such EULA and/or SaaS is in writing or in electronic form; and (2) payment of the required fees to such third party.

## ARTICLE II

### THE OWNER'S BASIC DUTIES TO THE CONSULTANT OTHER THAN COMPENSATION

2.1 The Owner shall provide the Consultant with adequate information regarding the Owner's requirements for the Project including any desired or required design schedule.

2.2 The Owner shall review any documents submitted by the Consultant requiring the Owner's decision, and shall render any required decision pertaining thereto in a timely fashion.

2.3 The Owner shall provide any test results and reports to the Consultant.

2.4 The Owner shall perform those duties set forth in Sections 2.1 through 2.3 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the Work.

2.5 The Owner's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the Project's intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## ARTICLE III

### BASIS OF COMPENSATION

3.1 The Owner shall compensate the Consultant for services rendered pursuant to Section 1.3 and Exhibit A, Scope of Services, of this Agreement by payment of the fixed sum of: **\$74,934.00**

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

3.2 Payment to the Consultant of the sum set forth in Section 3.1 shall be allocated as follows:

<b>Task/Description</b>	<b>Fee</b>	<b>Percent of Total Fee</b>
Task 1 – Service Area Analysis and Demand Projections	\$13,164	18%
Task 2 – Audit of the current gas distribution system assets	\$13,982	19%
Task 3 – Evaluation of system capacity to meet demand	\$6,370	9%
Task 4 – Risk assessment for the existing distribution system	\$7,130	10%
Task 5 – Evaluation of existing data collection and MIS	\$16,200	22%
Task 6 – Capital Improvements Plan	\$11,150	15%
Task 7 – Final Master Plan Report	\$6,938	9%
<b>Total</b>	<b>\$74,934</b>	<b>100%</b>

3.3 Additional services of the Consultant as described in Section 1.4.1, if any, shall be compensated as follows:

SEE EXHIBIT B – FEE SCHEDULE

3.4 If the scope of the Consultant's services is changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

## **ARTICLE IV**

### **PAYMENTS TO THE CONSULTANT**

#### **4.1 CONSULTANT'S INVOICES**

4.1.1 The Consultant's invoice shall be accompanied by such documentation or data in support of the status of the Work performed or the Reimbursable Expenses for which reimbursement is sought as the Owner may require.

4.1.2 If payment is requested for services rendered by the Consultant pursuant to Section 1.3, the invoice shall additionally reflect the allocations as provided in Section 3.2, and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Consultant, which signature shall constitute the Consultant's representation to the Owner that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all obligations of the Consultant covered by prior invoices have been paid in full, and that, to the best of the Consultant's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Consultant that payment of any portion thereof should be withheld. Submission of the Consultant's invoice for final payment shall further constitute the Consultant's representation to the Owner that, upon receipt from the Owner of the amount invoiced, all obligations of the Consultant to, others, including its subconsultants, incurred in connection with the Project, will be paid in full.

#### **4.2 TIME FOR PAYMENT**

4.2.1 The Owner shall make payment to the Consultant of all sums properly invoiced as provided in Section 4.1, within thirty (30) days of the Owner's receipt thereof. Upon receipt of the

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

Consultant's invoice, the Owner shall review and notify the Consultant within twelve (12) working days of receipt of any objection or modification of said invoice. Unless so notified, the invoice shall be deemed accepted and subject to payment provisions.

#### 4.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

4.3.1 In the event that the Owner becomes credibly informed that any representations of the Consultant, provided pursuant to Subsection 4.1.2, are wholly or partially inaccurate, or in the event that the Consultant is not in compliance with any term or condition of this Agreement, the Owner may withhold payment of sums then or in the future otherwise due to the Consultant until the inaccuracy, or other breach of Agreement, and the cause thereof, is corrected to the Owner's reasonable satisfaction. Furthermore, the Owner reserves the right to withhold retainage in the amount of ten percent (10%) of any payment due the Consultant for a particular phase of the work until such time as the particular phase is completed to the Owner's satisfaction; said retainage may be withheld at the sole discretion of the Owner and as security for the successful completion of the Consultant's duties and responsibilities under this Agreement.

#### 4.4 REIMBURSABLE EXPENSES

4.4.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's Consultants in the interest of the Project, as follows:

Not to exceed **\$0.00** without prior written authorization by the Owner.

#### 4.5 CONSULTANT'S RECORDS

4.5.1 Documentation accurately reflecting the time expended by the Consultant and his personnel shall be maintained by the Consultant and shall be available to the Owner for review and copying upon request.

### ARTICLE V

#### TERM AND TERMINATION

##### 5.1 TERM OF AGREEMENT

5.1.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for a period of eighteen (18) months from the date of execution hereof, unless and until terminated pursuant to Section 5.2 or 5.3, or other applicable sections of this Agreement. Unless otherwise terminated, the Utilities Director or Deputy Utilities Director may extend the term of this Agreement through written notification to the Consultant thirty (30) days prior to the expiration of the term. Such extension shall not exceed (180) days. No further extensions of this Agreement shall be effective unless authorized by City Commission action.

##### 5.2 TERMINATION FOR CAUSE

5.2.1 This Agreement may be terminated by either party upon three (3) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

5.2.2 The employment of unauthorized aliens by Consultant is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the Owner through the date of termination, less any amounts which the Owner reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the Consultant. In no event shall the Owner pay for profit or overhead on work not performed.

### 5.3 TERMINATION BY THE OWNER WITHOUT CAUSE

5.3.1 This Agreement may be terminated by the Owner without cause upon five (5) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services performed prior to termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. In such event, the Consultant shall promptly submit to the Owner its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 4.1.

5.3.2 Under no circumstances shall the Owner make payment of profit or overhead for services that have not been performed.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

#### 6.1 GOVERNING LAW

6.1.1 This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Section 6.8.1, should the Parties be involved in legal action 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.

#### 6.2 TIME IS OF THE ESSENCE

6.2.1 Time limitations contained herein, or provided for hereby, are of the utmost importance to this Agreement.

#### 6.3 USE AND OWNERSHIP OF DOCUMENTS

6.3.1 All finished or unfinished documents, including, but not limited to, detailed reports, studies, plans, ESRI ArcGIS files, CAD drawings, surveys, maps, models, photographs, specifications, GasWorks models, and all other data prepared for the Owner or furnished by Consultant pursuant to this Project Agreement shall remain the property of the Owner, and, if a copyright is claimed, the Owner shall have exclusive use of all documents in perpetuity, whether the Project for which they are made is completed or not, and shall be delivered by Consultant to Owner within ten (10) calendar days after receipt of written notice requesting delivery of said documents. The

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

aforementioned ESRI ArcGIS and GasWorks files and CAD drawings will be given to the Owner in the appropriate electronic file format. Project documents will be provided to the Owner in MSWord, PDF, or similar electronic format. In no event shall the Consultant use, or permit to be used, any of the documents without the Owner's prior written authorization. Any reuse of such documents by the Owner without the written verification or adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk.

6.3.2 All subcontracts for the preparation of reports, studies, plans, drawings, specifications, or other data, entered into by the Consultant for the Project shall provide that all such documents and rights obtained by virtue of such subcontracts shall adhere to the same conditions stipulated in section 6.4.1.

6.3.3 All final documents prepared by the Consultant shall bear the endorsement and seal of a person duly registered as a Professional Engineer in the State of Florida.

#### 6.4 SUCCESSORS AND ASSIGNS

6.4.1 The Consultant shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the Owner. Subject to the provisions of the immediately preceding sentence, the Owner and the Consultant, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

#### 6.5 NO THIRD-PARTY BENEFICIARIES

6.5.1 Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

#### 6.6 INSURANCE

6.6.1 Consultant agrees to maintain, on a primary, non-contributory basis and at its sole expense, at all times during the life of this Project Agreement, the following insurance coverage and limits, including endorsements described herein. The requirements contained herein, as well as Owner's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under this Project Agreement.

6.6.2 **Professional Liability.** Consultant agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Occurrence **\$1,000,000** Annual Aggregate. Consultant agrees to notify the Owner when its Self-Insured Retention (SIR) exceeds **\$25,000**. When a SIR exceeds **\$25,000**, the Owner reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual financial report or audited financial statements to determine the Consultant's financial capacity to satisfy its SIR. When the Consultant's policy is written on a "Claims-Made" basis, the Consultant agrees to maintain a Retroactive Date prior to or equal to the effective date of this Project Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Project Agreement, Consultant agrees to purchase a SERP with a

minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve CONSULTANT of the obligation to provide replacement coverage.

6.6.3 **Additional Insured.** Consultant agrees to endorse Owner as an Additional Insured with a CG 2026 07 04 Additional Insured – Designated Person or Organization Endorsement, or similar endorsement, to the Commercial General Liability. The Additional Insured shall read, “City of Sunrise”.

6.6.4 **Waiver of Subrogation.** Consultant agrees by entering into this Agreement to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

6.6.5 **Certificate(s) of Insurance.** Consultant agrees to provide Owner a Certificate(s) of Insurance evidencing that all coverage, limits, self-insured retentions and endorsements, including renewals thereof, required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the Owner by email in this section below within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Consultant agrees not to continue the Project pursuant to this Agreement, unless all required insurance remains in effect. The Certificate Holder(s) address shall read:

Original to:

City of Sunrise  
Attn: Procurement Manager  
Purchasing Division  
10770 W. Oakland Park Boulevard  
Sunrise, Florida 33351  
Fax (954) 572-2278  
Email: [purchasing@sunrisefl.gov](mailto:purchasing@sunrisefl.gov)

Copy to:

City of Sunrise  
Attn: Risk Manager  
Risk Management Division  
10770 Oakland Park Boulevard, 3<sup>rd</sup> Floor  
Sunrise, Florida 33351  
Email: [riskmanagement@sunrisefl.gov](mailto:riskmanagement@sunrisefl.gov)

6.6.6 **Umbrella or Excess Liability.** Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest “Each Occurrence” limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse Owner as an “Additional Insured” on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a “Follow-Form” basis.

6.6.7 **Deductibles, Coinsurance Penalties, &/or Self-Insured Retentions.** The Consultant agrees to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_



6.6.8 **Right to Revise or Reject.** Owner reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the Owner reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein or any insurer providing coverage due to its poor financial condition or failure to operate legally.

6.6.9 **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 of neglect of the City, adverse weather conditions, and 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 by the City, or by other causes which the Consultant determines may justify delay. The Consultants sole recovery and 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. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall for an increase in time of performance, written notice of shuck claim shall be made to the City within ten (10) working days after 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.

## 6.7 INDEMNIFICATION/HOLD HARMLESS

6.7.1 To the fullest extent permitted by law, the Consultant agrees to indemnify and hold harmless the Owner, its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant or persons employed or utilized by the Consultant in performance of this Agreement. These indemnifications shall survive the term of this Agreement.

6.7.2 PURSUANT TO FLORIDA STATUTES §558.0035, A DESIGN PROFESSIONAL EMPLOYED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURING WITHIN THE SCOPE AND OF PROFESSIONAL SERVICES UNDER THIS AGREEMENT.

## 6.8 INDEPENDENT CONTRACTOR

6.8.1 The Consultant is an independent contractor under this Agreement. Personal services provided by the Consultant shall be by employees of the Consultant who are subject to supervision by the Consultant, and who are not officers, employees, or agents of the Owner. Personnel policies, tax responsibilities, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Consultant.

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## 6.9 NOTICES

Whenever either party desires to, or is required to give notice to the other, it must be given by written notice, sent by certified United States mail or other commercial overnight delivery services, with return receipt requested, addressed to the part for whom it is intended, at the place last specified, and the place for giving notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to wit:

### FOR OWNER:

Utilities Director or Deputy Utilities Director  
City of Sunrise  
777 Sawgrass Corporate Parkway  
Sunrise, Florida 33325  
(954) 888-6055

### WITH A COPY TO:

City Attorney's Office  
City of Sunrise  
10770 W. Oakland Park Boulevard  
Sunrise, Florida 33351  
(954) 746-3300

### FOR CONSULTANT:

Mr. J. Heath McCleskey  
Magnolia River Services, Inc.  
711 Nance Ford Rd. SE, Suite E  
Hartselle, AL 35640  
(256) 773-9420

## 6.10 ENTIRE AGREEMENT

6.10.1 This Agreement represents the entire agreement between the Owner and the Consultant and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

## 6.11 PUBLIC RECORDS

6.11.1 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

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

provisions in Section 119.0701, Florida Statutes. To the extent that the Consultant and this Agreement are subject to the requirements in Section 119.0701, Florida Statutes, the Consultant shall:

- a) Keep and maintain public records required by the Owner to perform the services provided hereunder.
- b) Upon request from the Owner's custodian of public records, provide the Owner 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 Agreement and following completion of this Agreement if the Consultant does not transfer the records to the Owner.
- d) Upon completion of the Agreement, transfer, at no cost, to the Owner all public records in the possession of the Consultant or keep and maintain public records required by the Owner to perform the service. If the Consultant transfers all public records to the Owner upon completion of the 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 Agreement, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

If the Consultant fails to comply with the requirements in this Section 6.11.1, the Owner may enforce these provisions in accordance with the terms of this Agreement. If the Consultant fails to provide the public records to the Owner 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 AGREEMENT, THE CONSULTANT SHOULD CONTACT THE OWNER'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).**

#### 6.12 SCRUTINIZED COMPANY

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

6.12.1 Pursuant to Section 287.135, Florida Statutes, Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes and that it is not engaged in a boycott of Israel.

6.12.2 Pursuant to Section 287.135, in the event the Agreement is for one million dollars or more, Consultant certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; and Consultant further certifies that it is not engaged in business operations in Cuba or Syria.

6.12.3 Pursuant to Section 287.135, Florida Statutes, City may, at the option of the City Commission, terminate this Contract if Consultant is found to have submitted a false certification as provided under subsection 287.135(5), Florida Statutes; has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel; 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 has been engaged in business operations in Cuba or Syria.

#### 6.13 PUBLIC ENTITY CRIMES

6.13.1 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 Agreement, Consultant represents that it has not been placed on the convicted vendor list as provided in Section 287.133, Florida Statutes.

#### 6.14 DISCRIMINATORY VENDOR LIST

6.14.1 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 Agreement, Consultant represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

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**IN WITNESS WHEREOF**, the parties have made and executed this Agreement on the respective dates under each signature; the Owner signing by and through its Mayor, authorized to execute same by City Commission, and by Magnolia River Services, Inc., by its duly authorized representative.

**OWNER**

**CITY OF SUNRISE, FLORIDA**

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_ day of \_\_\_\_\_, 2020.

AUTHENTICATION:

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

(SEAL)

Approved as to form:

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

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

**CONSULTANT**

**Magnolia River Services, Inc.**

By: \_\_\_\_\_  
*J. Heath McCleskey*  
*President*

\_\_\_\_ day of \_\_\_\_\_, 2020.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please print name of Secretary

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

Authorized Owner Representative's Initials: \_\_\_\_\_

Authorized Consultant Representative's Initials: \_\_\_\_\_

## **EXHIBIT A**

### **SCOPE OF SERVICES**

The purpose of this Project Agreement is to commission a Natural Gas Utility Master Plan. The Master Plan will be based on a planning period through the Year 2030, and will include the following primary master planning tasks:

- Task 1: Service area analysis and demand projections
- Task 2: Audit of current gas distribution system assets
- Task 3: Evaluation of system capacity to meet demand
- Task 4: Risk Assessment for the existing distribution system
- Task 5: Evaluation of existing data collection and management information systems
- Task 6: Capital Improvements Plan
- Task 7: Final Master Plan Report

### **TASK 1 - SERVICE AREA ANALYSIS AND DEMAND PROJECTIONS**

#### **1.1 Service Area Analysis**

CONSULTANT will collect the service area characteristics, including land use, economic development projections, planned and potential developments and population; document land use information for the existing and build out service area using information and maps developed by the planning and economic development departments for the Cities of Sunrise, Tamarac, Lauderhill, and Weston; review the existing boundaries of the Service Area and identify areas currently without natural gas service; and meet with the CITY and jointly establish future expansion and growth areas for consideration in the Master Plan.

#### **1.2 Demand Projections**

The CONSULTANT will develop several growth scenarios based on the information and data compiled in 1.1. CONSULTANT will develop a service area map depicting the potential/projected geographic areas of growth for the natural gas distribution system.

##### **Task 1 Deliverable(s):**

- 1.1 – Draft master plan chapter
- 1.2 – Service area map with identified areas of potential load growth
- 1.3 – Demand projections

##### **Task 1 City Responsibilities:**

- 1 Provide information and data listed above for the service area
- 2 Assist in the development of demand projections

## **EXHIBIT A**

### **TASK 2 – Audit of the current gas distribution system assets**

Task 2 addresses inventory and condition assessment of the City's gas distribution system infrastructure. Assets associated with the City's gate station, district regulator stations, and odorization system will be considered "vertical assets". Assets associated with the City's distribution mains and service lines will be considered "linear assets". This information will be used in the following TASKS

#### **2.1 Vertical Asset Inventory Analysis**

##### **2.1.1. Asset Inventory**

The CONSULTANT will perform field inspections of the vertical assets, limited to the four district regulators. The CONSULTANT will make recommendations for improvements (if warranted) based on system operating requirements and industry best practices. CONSULTANT will meet with O&M staff to discuss general performance of assets and develop a more thorough understanding of operational considerations and concerns.

##### **2.1.2 Maintenance Record Review**

The CITY will work with the CONSULTANT to review 10% of existing specifications, operating, testing, and inspection procedures, maintenance and repair records for each item.

##### **2.1.3 Physical Condition Assessment**

CONSULTANT will visit the four district regulator facilities to gain a general understanding of overall condition and operations of each facility. The CONSULTANT will evaluate the current condition of these assets as influenced by age, historical maintenance, and service/operating conditions.

##### **2.1.4. Performance Condition Assessment**

CONSULTANT will identify the ability of the asset to meet current and future operational requirements based on potential obsolescence and/or capacity limitations. A team comprised of CITY staff and CONSULTANT staff will determine the performance criteria such as ability to meet regulatory, performance and capacity goals (one meeting assumed).

##### **2.1.5. Criticality and Risk Assessment**

CONSULTANT will work with CITY staff in a work session to define a comprehensive criticality assessment methodology and overall risk management. This methodology will incorporate the Risk based evaluation criteria utilized in the regulatory required Distribution Integrity Management Plan.

CONSULTANT will utilize the condition and criticality scoring to establish a risk score for assets, asset types and/or processes. This will enable prioritization of assets for renewal or replacement based on asset risk and will be used to develop a prioritized list of capital improvement projects.

#### **2.2 Vertical Asset Valuation**



## **EXHIBIT A**

This task consists of the determination of the overall total replacement costs of facility assets based on initial cost information, effective and remaining useful life estimation, and replacement cost determination.

To estimate asset values, a combination of industry standards, OEM (Original Equipment Manufacturers) guidelines, research reports, and existing schedule of values from CONSULTANT's ongoing construction projects will be utilized. Industry accepted cost escalation factors for labor and materials will also be applied (e.g. ENR, American City and County Municipal Cost Index, etc.).

### **2.3. Natural Gas Distribution Systems (Linear Assets)**

#### **2.3.1. Linear Asset Inventory Analysis**

For distribution system assets, the CONSULTANT will use the existing GIS database and attributes (established under recent hydraulic modeling work performed by the CONSULTANT) as baseline information. CONSULTANT will collect and review the following information from the CITY:

- a. GIS information, including available attributes (e.g., age, length, diameter, material).
- b. As-built drawings

Using the collected data, the CONSULTANT will determine any gaps that may be present in the available information contained in the GIS database with recommendations on what information is required to fill those gaps (e.g. age, material, diameter, end-user flows). CONSULTANT will also complete the following tasks related to asset inventory:

- 2.3.1.1 Establish pipe cohorts, if warranted. A pipe cohort is a group of pipes with similar characteristics. This concept is useful in pipe management because defining different pipe cohorts can be helpful in identifying pipes that have different risk characteristics.
- 2.3.1.2 Identify deterioration curves, end of useful life and remaining useful life for each cohort (using industry standards, supplemented by age and available leak data)
- 2.3.1.3 Assess physical and performance condition of each major section based on pipe material.

### **2.4 Renewal and Replacement**

CONSULTANT will utilize the condition and criticality scoring to establish a risk score for all assets, asset types and/or processes. This will enable prioritization of assets for renewal or replacement based on asset risk and will be used to develop a prioritized list of capital improvement projects (CIP). R&R projects will be incorporated into the overall CIP in Task 6. Renewal and replacement development tasks will include the following:

- 2.4.1 Identify R&R projects, if warranted by risk analysis
- 2.4.2 Establish standard unit R&R costs
- 2.4.3 GIS Database configuration
- 2.4.4 Identify feasible R&R management and funding scenarios

#### **Task 2 Deliverable(s):**

2.1 – Draft master plan chapter

## **EXHIBIT A**

2.2 – Updated DIMP risk assessment and rankings

2.3 – Prioritization of R&R of at risk assets

### **Task 2 City Responsibilities:**

- 3 Provide copies of existing GIS database
- 4 Provide available data on assets, record drawings, work order information, maintenance records and existing condition and criticality assessment information
- 5 Provide CITY staff to assist with asset inventory and condition assessment of assets as described above

## **TASK 3 –DISTRIBUTION SYSTEM EVALUATIONS**

### **3.1 Gas Hydraulic Modeling and Analysis**

The CONSULTANT recently completed an update to the City's gas distribution system hydraulic model. The CONSULTANT utilizing the demand data collected Task1 will conduct a comprehensive analyses of the distribution system, including minimum pressure; network redundancy deficiencies; available volumes and pressures.

#### **3.1.1 Kickoff and Data Collection**

CONSULTANT will conduct and lead a kick-off meeting between CITY staff and CONSULTANT. During this meeting, the overall work plan and schedule will be discussed, lines of communication will be established, and relevant gas distribution system data needs will be identified. The CITY will provide CONSULTANT with required data within the first four weeks of receipt of a Project Notice-to-Proceed. Data that are anticipated to be required include, but are not limited to, the following:

- a. Monthly customer gas billing records– broken down by account number, physical service address, account type (i.e. residential, commercial), and consumption;
- b. Available SCADA pressures;
- c. District regulator settings;

CONSULTANT and CITY will discuss design criteria that will be used in hydraulic model simulation runs including peak hour minimum pressures. Simulation results falling outside of performance criteria parameters will be used in the determination of distribution system capacity deficiencies in subsequent Project tasks.

### **3.2 Field Data Collection for Model Calibration Update**

CONSULTANT and CITY will determine the data requirements for model calibration. At a minimum the City will download hourly usage and pressure data from all of the large commercial accounts with digital Mercury correctors. Additional accounts may be identified for future data collections efforts. The data collected will be used for hydraulic model calibration and verification purposes.

### **3.3 Hydraulic Model Calibration Update**

Calibration involves the iterative process of comparing model output with field measurements and SCADA records, adjusting model input parameters and making pipe connection corrections so

## **EXHIBIT A**

that the discrepancies between the model results and the field data meet the desired calibration criteria. Major discrepancies will be investigated and further resolved as needed.

### **3.4 Model Simulations**

#### **3.4.1 General Network Performance**

The calibrated hydraulic model will be used to evaluate the CITY's gas distribution network performance under current and future demand conditions. CONSULTANT will identify general network performance deficiencies and will develop additional simulations to identify and to test improvements that would eliminate or reduce their hydraulic impacts.

The CONSULTANT will develop the following model scenarios to evaluate the network based on the above specified criteria:

- a. Identification of any geographic areas with the potential for low pressure that are not currently monitored by SCADA for pressure.
- b. Peak day / peak hour impacts in system pressures.

#### **3.4.2 System Failure Risk Analysis**

The CONSULTANT and the CITY will develop scenarios of loss to key gas distribution infrastructure due to either specific site damage (hit line) and/or catastrophic failure (loss of supply pressure). The model will be used to conduct what-if scenarios of loss of critical infrastructure and document the impacts to the distribution system.

### **3.5 Gas Distribution Capital Improvements Program (CIP)**

CONSULTANT will use the modeling results to develop a prioritized CIP that includes planning level cost estimates for recommended gas distribution system improvement projects. The CIP will be organized into longer-term phases based on hydraulic requirements associated with future demands. The gas distribution CIP will be incorporated into the overall CIP in Task 6.

### **3.6 Capacity Analysis**

CONSULTANT will prepare a prioritized listing of gas distribution system improvements that improve performance or reduce risk. Improvement locations will be illustrated on a map of the service area. CONSULTANT will provide opinions of probable costs and the timing required for the recommended improvements.

#### **Task 3 Deliverable(s):**

- 3.1 – Draft master plan chapter
- 3.2 – Updated gas hydraulic model
- 3.3 - Simulation models and outputs
- 3.4 - Map of system improvements

#### **Task 3 City Responsibilities:**

- 6 Provide data identified above
- 7 Provide field data collection

## **EXHIBIT A**

### **TASK 4 – RISK ASSESSMENT FOR THE EXISTING DISTRIBUTION SYSTEM**

This task consists of a comprehensive threat evaluation and risk assessment approach built from current industry standards. This methodology will incorporate the Risk based evaluation criteria utilized in the regulatory required Distribution Integrity Management Program (DIMP).

The gas distribution regulations require natural gas distribution systems, to develop, write, and implement an integrity management program with the following elements:

- Understand system design & material characteristics, operating conditions & environment, and maintenance & operating history
- Identify existing & potential threats
- Evaluate and rank risks
- Identify and implement measures to address risks
- Measure IM program performance, monitor results, and evaluate effectiveness
- Periodically assess and improve the IM program

The analysis will include the following tasks:

- 4.1 Threat evaluation and risk prioritization
- 4.2 Apply Consequence of Failure criteria to each threat
- 4.3 Calculate and assign risk scores for each threat

For high risk threats, CONSULTANT will recommend measures to reduce the risks to the gas distribution system.

#### **Task 4 Deliverable(s):**

- 4.1 – Draft master plan chapter
- 4.2 – Recommended Updates to existing DIMP plan and measures

#### **Task 4 City Responsibilities:**

- 4.3 – Provide copy of the existing DIMP Plan and current measures

### **TASK 5 - Evaluation of existing data collection and management information systems to meet current and projected industry regulations**

The Consultant will evaluate existing and future regulations and potential future compliance issues pertinent to the type and degree of data collection and analysis that will be necessary for compliance. A number of proposed regulations could require significant enhancements to the CITY's current field data collection methodologies and require enhancement of current data analysis capabilities.

#### **5.1 Evaluation of current CITY methodologies and systems**

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Like many small municipal gas utilities, the CITY has relied for decades on paper forms and basic data analysis. However, increased use of integrated graphical information systems by larger gas distribution utilities allowing for enhanced spatial data analysis is affecting the regulatory environment to consider requiring minimum standards for what data must be captured and how it should be analyzed.

The CONSULTANT and the CITY will review the current data collection methodologies used by field personnel for collection of regulatory required inspections and evaluations. The CONSULTANT will review the current management information systems used utilized by the CITY for data management and analysis.

### **5.2 Evaluation of emerging trends in regulatory data requirements necessary for compliance.**

The CONSULTANT will prepare a regulatory overview of current and potential regulations. The CONSULTANT will summarize the data requirements for compliance for emerging trends in natural gas distribution regulations and probable data requirements. The CONSULTANT will review industry best practices on how other utilities are collecting field data and preparing for the future.

### **5.3 GAP Analysis**

The CONSULTANT shall perform a GAP analysis between the current CITY capabilities and where the CITY should expect to be to meet the projected regulatory requirements. The CONSULTANT will prepare specific recommendations for enhanced data collection methodologies, necessary technology improvements, and enhancement to existing data systems or recommendations for a third party software solution, such as use of an analytics and business intelligence system.

#### Assumptions:

- a. CITY will provide examples of all current field data collection forms, descriptions of existing data systems, existing technology capabilities, and examples of all regulatory reports.
- b. CONSULTANT has knowledge of field data collection technologies currently being used by other natural gas distribution utilities and various software systems.

#### Task 5 Deliverable(s):

5.1 – Draft master plan chapter

5.2 – GAP analysis

5.3 - Recommendations for enhanced data collection and analysis

## **TASK 6 – CAPITAL IMPROVEMENTS PLAN**

CONSULTANT will develop a Capital Improvements Plan, as follows:

6.1 Develop list of improvement projects recommended from Tasks 2 through 6. Develop capital cost estimates for all improvements. CONSULTANT will develop Feasibility Study Level Opinions of Probable Cost. These Costs Opinions will be prepared to Class 5 Cost Estimate

## EXHIBIT A

Levels based on the definition provided by the Association for the Advancement of Cost Engineering (AACE) International Recommended Practice No. 18R-97.

6.2 Develop a spreadsheet model for prioritization of improvement projects; prioritization will be based on multiple criteria including, but not limited to, required timing to meet projected capacity shortfalls; required timing for renewal or replacement projects based on risk factors and anticipated useful life of existing infrastructure; available revenues; and timing of optimization improvements to maximize life-cycle cost savings. Spreadsheet model will be dynamic to allow for adjustments to service goals, remaining useful life, risk scores and available revenues, in order to establish a Capital Improvements Plan that can be implemented within available revenues.

### Task 6 Deliverable(s):

6.1– Draft master plan chapter

6.2 – Capital Improvements Plan spreadsheet model

## **TASK 7 - MASTER PLAN FINAL REPORT**

CONSULTANT will assemble the results from each of the previously identified tasks into an overall GAS Master Plan Draft Report. The Draft Report will include, identified recommended improvements to the natural gas infrastructure owned, operated and maintained by the CITY. The Draft Report will also include identified costs and recommended phasing for identified improvements.

CONSULTANT will facilitate a workshop with the CITY to review the Draft Report. CONSULTANT will prepare minutes of the workshop and incorporate CITY review comments into the Master Plan Final Report.

### Task 7 Deliverable(s):

7.1 - Master Plan Draft Report

7.2 – CITY Review Workshop Minutes

7.3 – Master Plan Final Report

### Task 7 City Responsibilities:

8 Provide written review comments on Master Plan Draft Report

9 Provide attendance by senior level staff at Master Plan Draft Report review workshop

## **LIST OF DELIVERABLES**

- Task 1 – Service area analysis and demand projections:
  - Draft master plan chapter
  - Service area map with identified areas of potential load growth
  - Demand projections
- Task 2 – Audit of current gas distribution system assets:
  - Draft master plan chapter
  - Risk assessments and rankings
- Task 3 – Evaluation of system capacity to meet demand:

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- Draft master plan chapter
- Updated gas hydraulic models
- Simulation models and outputs
- Map of system improvements
- Task 4 – Risk assessment for the existing distribution system:
  - Draft master plan chapter
  - Recommended updates to existing DIMP and current measures
- Task 5 – Evaluation of existing data collection and management information systems:
  - Draft master plan chapter
  - GAP analysis results
  - Recommendations for improved data collection and enhanced analysis
- Task 6 – Capital Improvements Plan:
  - Draft master plan chapter
  - Capital Improvements Plan spreadsheet model
- Task 7 – Final Master Plan Report:
  - Master Plan Draft Report
  - Review workshop minutes
  - Master Plan Final Report

### LIST OF SUBCONSULTANTS

None

### TABLE OF DELIVERABLES

The Consultant will begin work on the Gas Distribution System Master Plan Tasks upon receipt of a signed project agreement and Notice to Proceed (NTP) from the City. The schedule for this project will be based on a mutual agreement between the City and the Consultant. Progress reports will be delivered on a monthly basis so payment may be made as progress is made on each Task. The project is estimated to be completed as follows:

Task	Task Name	Expected Completion Date	Fee
Number		(Weeks after NTP)	
<b>Task 1</b>	<b>Service area analysis and demand projections</b>	<b>7</b>	
1.1	Service Area Analysis	3	\$5,250
1.2	Demand Projections	5	\$6,764
1.D	Draft Master Plan Chapter	7	\$1,150
<b>Task 2</b>	<b>Audit of current gas distribution system assets</b>	<b>12</b>	
2.1.1	Asset Inventory	3	\$1,750
2.1.2	Maintenance Record Review	3	\$1,680
2.1.3	Physical Condition Assessment	3	\$1,500

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2.1.4	Performance Condition Assessment	4	\$1,690
2.1.5	Criticality and Risk Assessment	5	\$1,438
2.2	Vertical Asset Valuation	3	\$1,438
2.3	Linear Asset Inventory Analysis	7	\$1,438
2.4	Renewal and replacement	8	\$1,438
2.D	Draft Master Plan Chapter	12	\$1,610
<b>Task 3</b>	<b>Evaluation of system capacity to meet demand</b>	<b>16</b>	
3.1	Gas hydraulic modeling and analysis	8	\$1,182
3.1.1	Kickoff and data collection	9	\$1,182
3.2	Field data collection for model calibration update	10	\$296
3.3	Hydraulic model calibration update	11	\$296
3.4.1	General network performance simulation	12	\$1,182
3.4.2	System failure risk analysis	13	\$296
3.5	Gas Distribution Capital Improvements Program	14	\$1,182
3.6	Capacity Analysis	15	\$296
3.D	Draft Master Plan Chapter	16	\$460
<b>Task 4</b>	<b>Risk assessment for the existing distribution system</b>	<b>22</b>	
4.1	Threat evaluation and risk prioritization	17	\$1,610
4.2	Consequence of failure criteria	18	\$1,610
4.3	Calculate and assign risk scores for each threat	20	\$1,610
4.D	Draft Master Plan Chapter	22	\$2,300
<b>Task 5</b>	<b>Evaluation of existing data collection and management information systems</b>	<b>28</b>	
5.1	Evaluation of current CITY methodologies and systems	22	\$5,000
5.2	Evaluation of emerging trends in regulatory data requirements necessary for compliance	24	\$5,000
5.3	GAP analysis	26	\$5,000
5.D	Draft Master Plan Chapter	28	\$1,200
<b>Task 6</b>	<b>Capital Improvements Plan</b>	<b>34</b>	
6.1	Develop Capital Cost Estimates	29	\$5,000
6.2	Develop Prioritization Spreadsheet Model	31	\$5,000
6.D	Draft Master Plan Chapter	34	\$1,150
<b>Task 7</b>	<b>Master Plan Final Report</b>	<b>38</b>	
7.1	Draft Report	36	\$2,760
7.2	Client Workshop	36	\$3,408
7.D	Final Report	38	\$770
<b>All Tasks</b>	<b>Total</b>	<b>38</b>	<b>\$74,934</b>



**EXHIBIT B**

FEE SCHEDULE

MAGNOLIA RIVER SERVICES, INC.

Hourly Rate Schedule

Project Manager.....	\$150.00
Quality Assurance/Quality Control.....	\$134.00
Technical Lead.....	\$175.00
Modeling Specialist.....	\$160.00
Senior Design Engineer .....	\$140.00
Design Engineer .....	\$120.00
Technical Writer.....	\$115.00
GIS Technician>>> .....	\$90.00