

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

and

STANTEC CONSULTING SERVICES INC.

For

PA 22-021-ST

SPRINGTREE WELLFIELD PRODUCTION WELL S-23 CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Stantec Consulting Services Inc. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 7, 2021, this Project Agreement (hereinafter referred to as "Agreement") authorizes the Consultant to provide the services as set forth below:

SECTION 1 INCORPORATION OF CONTINUING SERVICES AGREEMENT

- 1.1 All terms and conditions of the Continuing Services Agreement between the City and the Consultant dated May 7, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

- 2.1 By executing this Agreement, the Consultant represents to the City 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 City that the Consultant will maintain all necessary licenses, 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 "1," Scope of Services. The Consultant assumes full responsibility to the City 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.
- 2.2 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.
- 2.3 THIRTY PERCENT DESIGN DOCUMENTS – (NOT USED)

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

2.4 SIXTY PERCENT DESIGN DOCUMENTS – (NOT USED)

2.5 ONE HUNDRED PERCENT DOCUMENTS – (NOT USED)

2.6 ADMINISTRATION OF CONSTRUCTION

2.6.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.6.2 through 2.6.14. Furthermore, the Consultant shall perform and be responsible for all services requested of the Consultant by the City relating to the interpretation and implementation of the Consultant's drawings, specifications, or other Construction Documents or other contract documents prepared by the Consultant.

2.6.2 The Consultant shall represent the City during construction and shall facilitate all instructions and other appropriate communications between the City and the Contractor, which shall be communicated through the Consultant. The Consultant shall act on behalf of the City only to the extent provided herein and in the Construction Contract.

2.6.3 Upon receipt, the Consultant shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data that 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 that allocates greater value to certain elements of the work than is indicated by the 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.

2.6.4 The Consultant shall observe the work of the Contractor on a periodic basis. The purpose of such observations will be to determine the quality, quantity and progress of the work in comparison with the requirements of the Construction Documents and Construction Contract. In making such observations, 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 site visit, the Consultant shall submit a written report of such observations, together with any appropriate comments or recommendations, to the City. The Consultant shall not be responsible for any construction means, methods, sequences, or procedures for performing any construction activities.

2.6.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the City in such amounts.

- 2.6.6 The issuance of a Certificate for Payment shall constitute a representation by the Consultant to the City that the Consultant has made an observation of the work as provided in Subparagraph 2.6.4, that the work has progressed to the level indicated, that the quality of the work meets or exceeds the requirements of the Construction Contract and that to the best of the knowledge, information and informed belief of the Consultant, the Contractor is entitled to payment of the amount certified; however, the issuance of a Certificate of Payment shall not constitute a representation that the Consultant has made an examination to ascertain how the Contractor has used the monies paid by the City.
- 2.6.7 The Consultant shall be the initial interpreter of the requirements of the drawings and specifications and the judge 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 request of the Contractor.
- 2.6.8 The Consultant shall reject work that does not conform to the Construction Documents unless directed by the City, in writing, not to do so. If directed by the City not to reject work, the City shall be responsible for the results of such direction. The Consultant shall have the authority to reject work that affects public or personnel safety. Whenever, in the Consultant's opinion, it is necessary or advisable, the Consultant shall require special inspection or testing of the work in accordance with the provisions of the Construction Contract whether or not such work is fabricated, installed or completed.
- 2.6.9 The Consultant shall review and take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples. Appropriate action 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 Construction Documents and Construction Contract, but does not hold the Consultant responsible for the accuracy and completeness of details such as dimensions and quantities, or for substantiating instruction for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Construction Documents. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor of the Project.
- 2.6.10 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 Construction Contract, and shall have authority to order, by Field Order, minor changes in the work not involving an adjustment in Contractor's Contract Price or an extension of Contractor's Contract Time.
- 2.6.11 The Consultant shall conduct a site visit to determine the date of Substantial Completion and the date of Final Completion. As part of that process, Consultant shall receive and forward to the City for the City's review all written warranties and related documents and operating manuals required by the Construction Contract. Contractor shall issue a final Certificate for Payment when called for by the Construction Contract.
- 2.6.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.
- 2.6.13 The Consultant shall visit the site as needed but not less than one time per month, including site visits for verification of the Contractor's monthly pay request, to observe the

entire construction operation, for the term of construction as noted in Section 2.8.1. A report outlining the details of each site visit shall be furnished to the City within three (3) days of the required site visit. The City must be informed of any site visits, so that they have the opportunity to be included in the visit.

- 2.6.14 During construction, the Consultant shall maintain for the City a record of deviations on the basis of information compiled and furnished, in part, by others, from the work as shown in the drawings and specifications and as actually installed. Before final payment by the City, the Consultant shall revise any drawings and specifications affected by such deviation so that all such documents shall show the work actually installed. A digital drawing or approved equal of the final certified record drawings shall be submitted to the City.

2.7 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.6, nor in EXHIBIT "1," Scope of Services. Nevertheless, the Consultant shall provide such services as related to the Project if authorized in writing by the City prior to the performance or furnishing of same, and, unless otherwise specified in this Agreement, said services shall be paid for by the City as provided hereinafter.

- 2.7.1 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 City.
- 2.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the City previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Change Orders are issued by the City due to causes not within the control or responsibility of the Consultant, either in whole or in part.
- 2.7.4 Providing services concerning repair or replacement of work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Consultant, either in whole or in part.
- 2.7.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.8 SERVICE SCHEDULE

- 2.8.1 The Consultant shall perform its services in accordance with agreed upon schedule. The Consultant shall submit for the City's approval a schedule for the performance for the Consultant's services that 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 five (5) working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty (30) 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 the Continuing Services Agreement as EXHIBIT "B" Hourly Rates. The reasonable term of construction upon which the fees for Construction Administration Services in this Agreement 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 forty-eight (48) hours 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.

2.8.2 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 "2." 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, which ever shall last occur, shall constitute the Contract Time.

2.8.3 Liquidated Damages – (NOT USED)

2.8.4 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 or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and 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 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 three (3) working 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 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.

2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract 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 "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

- 2.9.1 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:

<u>NAME</u>	<u>FUNCTION</u>
Oscar Bello, PE	Client Service Manager
Zuhal Ozturk, Ph.D., P.E.	Project Manager
Heath Wintz, P.E.	Project Technical Lead
Rick Cowles, P.G.	Senior Hydrogeologist
Neil Johnson, P.G.	Senior Principal
Laura Rodriguez	Administrative Assistant

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

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents Phase of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City'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 City's construction program and 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.

SECTION 4 CONSTRUCTION COSTS – (NOT USED)

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

SECTION 5 BASIS OF COMPENSATION

- 5.1 The City shall compensate the Consultant for an amount not to exceed **\$161,222.60** exclusive of authorized Reimbursable Expenses (**\$164,822.60** inclusive of Reimbursable Expenses, if authorized), based on services rendered pursuant to Sections 2.3 through 2.6 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the phases set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task.
- 5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task	Description	Amount	Percentage
1.1	Project Management & Meetings	\$18,467.20	11.45%
2.1	Technical Oversight S-23 Well Construction	\$22,132.80	13.73%
2.2	Well Construction Serv. & Testing Report	\$98,043.20	60.81%
2.3	Limited Eng. Serv. During Construction	\$5,765.20	3.58%
2.4	Project Closeout, GIS & As-Built Drawings	\$16,814.20	10.43%
	SUBTOTAL without Reimbursables	\$161,222.60	100%
	TOTAL with Reimbursables	\$164,822.60	

- 5.3 Additional services of the Consultant as described in Section 2.7, if any, shall be compensated as follows:

See EXHIBIT "B" Hourly Rates of the Continuing Services Agreement.

- 5.4 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.
- 5.5 If the scope of the Consultant's services are changed materially through no fault of the Consultant, compensation due to the Consultant shall be equitably adjusted, either upward or downward.

SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

- 6.1 Billing by the Consultant shall be in accordance with EXHIBIT "E" of the Continuing Services Agreement. Payments to the Consultant shall also be in accordance with EXHIBIT "E" of the Continuing Services Agreement and EXHIBIT "2" of this Agreement.
- 6.2 REIMBURSABLE EXPENSES
- 6.2.1 Reimbursable Expenses shall mean expenses incurred by the Consultant and Consultant's in the interest of the Project, as follows:
Not to exceed **\$3,600** without prior written authorization by the City.
- 6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida;

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

- 7.1 This Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect for **480 days**, unless otherwise terminated pursuant to Section 8.1 or 8.2, or other applicable sections of this Agreement. The City's City Manager, in his sole discretion, may extend the term of this Project Agreement through written notification to the Consultant. Such extension shall not exceed one-hundred eighty (180) days. No further extensions of this Agreement shall be effective unless authorized by City code or City Commission action.

SECTION 8 TERMINATION

8.1 TERMINATION FOR CAUSE

- 8.1.1 This Agreement may be terminated by either party upon seven (7) 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 City through the date of termination, less any amounts which the City 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 City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

- 8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.
- 8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

8.2.2.1 Anticipated profits or fees to be earned on completed portions of the work;

8.2.2.2 Consequential damages;

8.2.2.3 Costs incurred in respect to materials, equipment or services purchased or work done in excess of reasonable quantitative requirements of this Agreement;

8.2.2.4 Expenses of Consultant due to the failure of Consultant or its subconsultants to discontinue the work with reasonable promptness after notice of termination has been given to the Consultant; and

8.2.2.5 Losses upon other contracts or from sales or exchanges of capital assets or Internal Revenue Code Section 1231 assets.

8.2.2.6 Damage or loss caused by delay.

8.3 Assignment Upon Termination. Upon termination of this 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 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 9 SEVERABILITY

9.1 If any term or provision of this Agreement or its application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 10 FOREIGN GIFTS AND CONTRACTS

10.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, Consultant shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Consultant represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY 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 Stantec Consulting Services Inc., signing by and through its Client Service Manager, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
____ day of _____, 2022.

AUTHENTICATION:

City Clerk
(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

STANTEC CONSULTING SERVICES INC.

By: _____
Oscar Bello, P.E.
Client Service Manager

_____ day of _____, 2022.

AUTHENTICATE:

Secretary

Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

EXHIBIT “1”

SCOPE OF SERVICES

The City has requested the Consultant to provide Engineering professional engineering and hydrogeological services for the design of a new production well completed within the Biscayne Aquifer at the Springtree Wellfield. The City operates 15 Biscayne Aquifer production wells in the Springtree Wellfield and would like to add an additional well to provide operational flexibility to the system. The new production well will be located to the east of the water treatment plant.

This scope of work is for Construction Management Services (CMS) for production well S-23. CMS will provide limited engineering and hydrogeologic services during the construction and testing of S-23, as well as oversight during key phases associated with the pipeline and wellhead construction activities. This phase also includes closeout services, preparation of record drawings, and the preparation of the Well Construction and Testing Report.

TASK 1.1 – PROJECT MANAGEMENT & MEETINGS

The Consultant will be responsible for overall coordination and management of the project through its assigned Project Manager. The Consultant will manage the financial and scheduling aspects of the various work activities identified herein for the period indicated in the Schedule Table. The Consultant will ensure completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, facilitating QA/QC reviews of project efforts and identifying and communicating to the City issues that arise, which may impact project progress. This task includes the coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. Consultant will prepare a project schedule depicting the project tasks and major deliverable milestones, and will update this schedule monthly, providing a copy to the City when any substantive changes are made. The Consultant will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, project issues requiring discussion or resolution, and number of field inspection hours incurred during inspection activities.

Preconstruction (Kick-off) and Progress Meetings: Consultant will conduct one preconstruction meeting in the City’s office with leaders of Consultant’s project team, the selected Contractor, and City staff members to be named by the City. Covered topics will include identification of primary points of contact, site safety requirements, site access, and the construction schedule. Consultant will prepare the agenda and meeting minutes and moderate the kick-off meeting. In addition to the kick-off meeting, Consultant will prepare agenda, meeting minutes and moderate progress meetings during construction. It is assumed that progress meetings will occur every two (2) weeks once construction begins. The Consultant will prepare meeting minutes and submit them to the City in electronic format.

TASK 2.1 – TECHNICAL OVERSIGHT SERVICES FOR PRODUCTION WELL S-23 CONSTRUCTION

The Consultant will provide construction phase services that include both field and administrative services. The administrative services include review/approval of Contractor submittals and pay applications, Contractor general conformance with the specifications and drawings, preparation of record drawings, and the development of punch lists. Field services include periodic site visits

Authorized City Representative's Initials: _____

Authorized Consultant Representative's Initials: _____

during construction of Well S-23 to observe and document Contractor activities, monitor compliance with contract plans and specifications, and to observe and document test results. The field representative for the production well construction will be a Hydrogeologist with field oversight experience. The field hydrogeologist will be supported directly by a State of Florida Licensed Professional Geologist (PG) with experience in public water supply well construction and testing, and who will be responsible for overseeing the accuracy of the field hydrogeologists daily reporting. The PG hydrogeologist also will issue the monthly summary reports.

Field services include limited oversight during construction for a period of 12 weeks during well, construction and testing of production well S-23. This construction period does not include any delays caused by unforeseen conditions, delays granted to the Contractor by the City, and any and all other conditions that may require additional time. The field representative will maintain a daily log of activities and these activities for periods of time when the field representative is on-site. The field services will consist of the following:

Limited hydrogeologic services during construction and testing of S-23 for the following key activities:

- Pilot-hole drilling
- Geophysical logging and video survey
- Casing and well screen installation
- Casing grouting
- Sand installation around the well screen
- Well development
- Aquifer performance testing
- Water quality testing (not including bacterial testing)

Consultant Field Hydrogeologist Representative will provide the following services:

- Describe formation samples every 10 feet collected by the Well Drilling Contractor.
- Observe and Evaluate Geophysical logging services (PDF of logs will be provided to Consultant).
- Observe and Review video surveys (Contractor will be required to provide DVD of video survey to Consultant within 24 hours of the video production).
- Document casing installation and grouting activities.
- Document well screen installation and sand placement
- Observe and assess well development progress.
- Review aquifer performance testing plan and retrieve data from the Contractor.
- Observe final water quality sampling and field testing performed by the Contractor's laboratory.
- Review water quality test results and notify the City of non-compliance.
- Observe and review with Contractor method for storage of materials, equipment and supplies delivered to the construction site.
- Maintain logs, recording hours, weather conditions, construction and testing activities, personnel, visitors, and other data related to the work.
- Review once per month pay requests from the Contractor and provide Consultant's opinion as to their accuracy.

- Upon written notification from the Contractor that the work is substantially complete, issue one punch list and accompany the Contractor at the site for needed clarifications.
- Upon written notification from the Contractor that the work is complete in all respects, conduct one final inspection.

TASK 2.2 – S-23 WELL CONSTRUCTION, TESTING REPORT

Consultant will prepare a Well Construction and Testing Report summarizing the production Well S-23 construction, pumping test results, geophysical logging, and post pumping water quality results. The Well Construction and Testing Report will summarize the regional and local hydrogeologic conditions, production well construction details, capacity pumping test results, geophysical logging and the results of water quality sampling after pumping.

Consultant will submit the draft Well Construction and Testing Report electronically to the City for review and comment. Consultant will address the City's comments and prepare a final Well Construction and Testing Report. Five (5) hard copies and one (1) electronic pdf copy of the report will be submitted to the City. Consultant will also submit the Well Construction and Testing Report to the SFWMD.

SUBTASK 2.3 – LIMITED ENGINEERING SERVICES DURING CONSTRUCTION

A qualified engineering technician with direct oversight from a Professional Engineer (PE) will provide limited field services during the construction of the pipeline, pump/motor installation, SCADA and wellhead systems to monitor compliance with contract plans and specifications. Technical oversight includes submittal and shop drawing review as well as pay application review. Two review cycles are assumed in the submittal and pay application review process. Limited engineering services during construction of the wellhead and pipeline for the following key activities:

- Well pad construction
- Pump/motor installation
- Electrical installation
- Pipeline installation
- Instrumentation, SCADA installation and integration checks
- Landscaping
- Chain Link Fence, Irrigation and pavement installation
- Final inspection

Limited Engineering services during construction will consist of the following:

- Consult with the City from time to time on issues that arise during surface facility construction.
- General pipeline installation observation services.
- Visit the site periodically to establish that the work is being constructed in general accordance with the approved plans and specifications.
- Review shop drawings, submittals and RFIs (assume two review cycles for each submittal).

- Consultant's staff will review and analyze change order requests, whether initiated by the City or the Contractor. The Consultant's review and analysis of all change order requests will include review of scope and pricing information submitted by the Contractor as part of the request, and field review and discussions with the Contractor and the City regarding the request.

SUBTASK 2.4– PROJECT CLOSEOUT, GIS & AS-BUILT DRAWINGS

Consultant will revise the design drawings to show as-constructed conditions according to information furnished by the City's drilling Contractor and will furnish one electronic copy and five original sets (11x17) to the City. The As-Built Drawings will be provided at the completion of the work.

GIS deliverables will be provided at the end of the project and will be in the ESRI Geodatabase format, version 10.x or higher. Data will be projected in State Plane Florida West HARN, NAD1983 datum, linear units in feet. All valves, fittings, blowoffs, air release valves, along with the top of the new water mains at 100-foot intervals, will be GPS located to sub-foot (survey) accuracy by the Contractor and provided to the ENGINEER for mapping into a shape file for delivery to the City. Coordinate data will be field collected with autonomous GPS readings and subsequently differentially corrected via real time corrections. The shape files will be submitted to the City on CD.

In addition to the location data parameters noted above, additional documentation data collected and provided in the database will include:

- Pipe: Facility ID number, diameter, material, manufacturer;
- Fittings: Facility ID number, type (i.e. tee, 90° bend, etc.) diameter, material, manufacturer;
- Valves: Facility ID number, diameter, type, manufacturer, function, swing tie A, swing tie B, turns to close;

Deliverables:

Consultant will provide the following deliverables for the City.

- Five (5) full size hard copies and one (1) copy of AutoCAD and PDF files for the final Record Drawings.
- One (1) full size hard copy of the Record Drawings signed and sealed
- Five (5) hard copies and one (1) scanned PDF file of the Certificate of Well Completion.
- Five (5) hard copies and one (1) copy of AutoCAD and PDF files for the final Well Construction and Testing Report.
- Electronic copies of meeting minutes (draft and final).
- Electronic copies of all laboratory data received.
- Contractors' Red Line drawings
- GIS shape files will be submitted to the City on CD. All valves, fittings, blowoffs, air release valves, along with the top of the new water mains at 500-foot intervals, will be GPS located to sub-foot (survey) accuracy by the Contractor and provided to the Consultant for mapping into a shape file for delivery to the City.

PROJECT ASSUMPTIONS

- The project management budget is based on the duration of the project shown in the Schedule Table.
- The CITY's Well CONTRACTOR is responsible for bacteriological clearances of the production wells.
- Stantec will coordinate well development with the Contractor (e.g. Rossum Sand Test). Stantec will confirm well development is in accordance with Technical Specification requirements.
- Travel and meetings are limited as described herein. Any other meetings and travel expenditures not set forth in this scope will be considered additional services.

EXHIBIT "2"

PROJECT SCHEDULE

<u>Task</u>	<u>Description</u>	<u>Duration (days)</u>	<u>From NTP (days)</u>
1.1	Project Management & Meetings	300	300
2.1	Technical Oversight S-23 Well Construction	90	210
2.2	Well Construction Serv. & Testing Report	120	210
2.3	Limited Eng. Serv. During Construction ¹	180	270
2.4	Project Closeout, GIS & As-Built Drawings	210	300

Notes:

1. Assumes 180 days to receive pump/motor once ordered