

## **PROJECT AGREEMENT**

Between

THE CITY OF SUNRISE

And

**Brown and Caldwell (Corporation)**

For

Project Agreement No. 17-016-BC

### **Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise and Brown & Caldwell for General Professional Engineering Services (hereinafter referred to "Continuing Services Agreement") dated October 28, 2010, this Project Agreement authorizes Brown and Caldwell (Corporation) (the "CONSULTANT") to provide the services as set forth below:

The CITY and the CONSULTANT agree as follows:

#### **SECTION 1 DEFINITIONS**

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

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

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

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

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

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

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

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

## **SECTION 2 SCOPE OF SERVICES**

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

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

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

## **SECTION 3 DELIVERABLES**

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

## **SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES**

4.1 **Term.** This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through September 30, 2018, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission.

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

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

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

4.5 Notwithstanding the provisions of Paragraph 4.4, in the event that the Contractor fails to substantially complete the Project on or before the substantial completion date specified in the Contract for Construction or the Contractor is granted an extension of the time to complete performance under the Contract for Construction, and the CONSULTANT'S contract administration services are materially extended by the CITY as a direct result thereof and through no fault of the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement **EXHIBIT "A"**, Salary Costs. The amount of compensation due by the CONSULTANT under this paragraph shall be pursuant to an approved Change Order.

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

## **SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION**

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

### **5.2 RESERVED**

5.3 **Lump Sum Compensation.** CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of \$29,807. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

## **SECTION 6 BILLING AND PAYMENTS TO THE CONSULTANT**

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

## **SECTION 7 TERMINATION / SUSPENSION**

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

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

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

## **SECTION 8 PERSONNEL ASSIGNED TO PROJECT**

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

<b>NAME</b>	<b>FUNCTION</b>
Roberto Ortiz, P.E.	Project Director
Eli J Tilen, P.E.	Project Manager

James Nissen, P.E.	Project QA/QC
Roselyn Gardner	Project Assistant
Susan Smith	Administrative Support
Valentina Gari	Project Engineer
Mike Beattie	Operations Specialist
Lance Salerno	Senior Operations Specialist

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

#### **SECTION 9 INCORPORATION OF CONTINUING SERVICES AGREEMENT**

Brown and Caldwell (Corporation) agrees that it is the same corporation as Brown & Caldwell that entered into the Continuing Services Agreement. All terms and conditions of the Continuing Services Agreement between the CITY and Brown & Caldwell dated **October 28, 2010** not specifically modified by this Project Agreement shall remain in full force and effect and are incorporated into and made a part of this Project Agreement by this reference as though set forth in full.

#### **SECTION 10 SEVERABILITY**

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

#### **SECTION 11 GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Florida. Except as set forth in Sections 6.2, 14 and 32 of the Continuing Services Agreement, should the Parties be involved in legal action against each other arising under, or connected to, this Agreement, each party will be responsible for their own attorney's fees and costs. The venue for any litigation will be Broward County, Florida. Both Parties hereby agree to waive a jury trial, and will proceed to a trial by judge if necessary.

#### **SECTION 12 PUBLIC RECORDS**

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

- (a) Keep and maintain public records required by the CITY to perform the services provided hereunder.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Project Agreement and following completion of this Project Agreement if the CONSULTANT does not transfer the records to the CITY.
- (d) Upon completion of the Project Agreement, transfer, at no cost, to the CITY all public records in the possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the Project Agreement, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Project Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

If the CONSULTANT fails to comply with the requirements in this Section 12, the CITY may enforce these provisions in accordance with the terms of this Project Agreement. If the CONSULTANT fails to provide the public records to the CITY within a reasonable time, it may be subject to penalties under Section 119.10, Florida Statutes.

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



### **SECTION 13 DISCRIMINATORY VENDOR LIST**

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

### **SECTION 14 PUBLIC ENTITY CRIMES**

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

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

Pursuant to Section 287.135, Florida Statutes, CONSULTANT certifies that it is not:

- On the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel;
- On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
- Engaged in business operations in Cuba or Syria.

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

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

**[SPACE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: The CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Brown and Caldwell (Corporation) by and through its Vice President, duly authorized to execute same.

**CITY**

CITY OF SUNRISE, FLORIDA

By: \_\_\_\_\_  
Mayor Michael J. Ryan  
\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

AUTHENTICATION:

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

(SEAL) Seal

Approved as to form:

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

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

**CONSULTANT**

Brown and Caldwell (Corporation)

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

Roberto S. Ortiz, P.E.  
Client Service Manager

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.

AUTHENTICATE:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT "1"**

### **TO**

#### **PROJECT AGREEMENT**

#### **Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

#### **PROJECT DESCRIPTION**

The CITY is in the process of constructing a new high level disinfection (HLD) Reuse Facility rated for 4 million gallons per day (MGD) at a previously undeveloped site at the Sawgrass WWTP located at 14150 NW 8<sup>th</sup> St. The following summarizes the major components of the construction.

- A new 4 MGD filter influent transfer station that will convey a portion of the existing Sawgrass treated WWTP secondary effluent from both treatment trains [Secondary Clarifiers (SC) 1-4 and Secondary Clarifiers (SC) 5-8] to the new conventional deep bed filters;
- A new concrete structure with multiple tanks, that will serve as the deep bed down-flow filtration system, rated to meet an effluent Total Suspended Solids (TSS) concentration of 5 mg/L at a maximum flow (MDF) of 4 MGD;
- A new concrete building to house a new electrical transformer, motor control center and gear associated with the new process areas and the filtration system backwash blowers; and
- A new concrete chemical storage area that will house chemical storage tanks and chemical metering system for the chemical coagulation and bulk sodium hypochlorite.
- A new concrete structure with multiple channels that shall serve as a chlorine contact chamber with a contact time of 45 minutes at a maximum flow of 4 MGD. The disinfection system will be able to meet a chlorine residual of 1 mg/L at 4 MDF.
- A new 4 MGD reclaimed effluent transfer pumping station that will convey the chlorine contact chamber effluent to a new reuse water storage tank;
- A new 5 million gallon prestressed concrete reuse water storage tank, and a new high service pumping station that will be able to convey up to 9 MGD to reuse service customers;
- New yard piping connecting the new process areas; and
- Civil-site modifications to provide service road access to the new structures and process areas for the previously defined build out condition.

This Project Agreement (PA) will develop a new Operations and Maintenance Manual (O&M) for the new HLD process area additions associated with Phase 1.

## **EXHIBIT "2"**

### **TO**

#### **PROJECT AGREEMENT**

#### **Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

#### **SCOPE OF SERVICES**

##### **SECTION 1 DESIGN SERVICES (Not Used)**

##### **SECTION 2 BIDDING SERVICES (Not Used)**

##### **SECTION 3 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES (Not Used)**

##### **SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE (Not Used)**

##### **SECTION 5 SPECIAL SERVICES OF THE CONSULTANT**

Upon written authorization by the CITY, the CONSULTANT shall prepare an Operation and Maintenance (O&M) Manual for the Sawgrass WWTP HLD Phase I in accordance with requirements of the CITY. The paper manual shall include operation and maintenance of the facility and its component systems (including electrical and controls systems) and provide descriptions of the graphic display information from the SCADA system. The Manual shall be coordinated with established plant-wide procedures and information management systems. Final/Approved manufacturer's operation and maintenance information from the Contractor shall be incorporated into the Manual either by references or copy. Efforts involved in preparation and submission of the Manual include the following:

- 5.1 KICKOFF MEETING: A project kick-off meeting will be held to review project goals and objectives. Meeting minutes will be prepared and distributed;
- 5.2 O&M FORMAT DEVELOPMENT: Based on guidance received from the CITY during the Kick-Off Meeting, CONSULTANT will develop a format to provide guidance in features and architecture of the O&M manual. This format template will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the format for final approval.
- 5.3 DATA COLLECTION AND INFORMATION GATHERING: Once the O&M manual format has been approved, the CONSULTANT shall meet with designated CITY staff to discuss specifics of developing the O&M manual; review plans, specifications, O&M manuals, manufacturers' manuals, and other information that will be used during development of the O&M manual; provide on-site verification of equipment, pipes, valves, and gates; compare plans, specifications, and O&M figures with piping and valves, and location of equipment; and interview equipment manufacturers/ representatives to resolve questions about operation;

- 5.4 O&M MANUAL OUTLINE DEVELOPMENT: Once the O&M Manual format has been approved and all data and information has been gathered, the CONSULTANT will develop a comprehensive outline of the O&M manual to ensure that all subject areas will be covered in the manual and to develop the linkage architecture that will integrate text and graphics. While some subject area chapters may include more information than others, each chapter will include as minimum the following information: Design Criteria; Process and Treatment Goals Description; Equipment List, a Regulatory Requirements associated with each process (as applicable), and Standard Operating Procedures. Standard Operating Procedures shall include at a minimum the following information: pre and start-up Procedures, normal operating procedures, monitoring procedures, safety and preventive maintenance, and shutdown procedures. This outline will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the outline for final approval;
- 5.5 O&M MANUAL GRAPHICS AND PHOTOGRAPHS: Once the detailed outline has been approved by the CITY, the CONSULTANT shall develop all pertinent graphics and produce all pertinent photographs that will be included in the O&M Manual. These graphics and photographs will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the graphics and photographs for final approval;
- 5.6 O&M MANUAL MODEL CHAPTER DEVELOPMENT: Once the O&M Manual Outline has been approved along with the graphics and photographs, the CONSULTANT shall draft a model chapter for submittal and review by the CITY. The chapter shall be selected by the CITY. The purpose of this step is to ensure that the CITY agrees with the overall presentation of the Chapters to be developed along with the level of information that is being provided. The model chapter will be submitted to the CITY for review and comment. The CONSULTANT will incorporate any comments received and resubmit the model chapter for final approval;
- 5.7 DRAFT O&M MANUAL: Once the model chapter, graphics, and photographs have been approved by the CITY, the CONSULTANT will proceed with the development of all other remaining sections of the O&M Manual. This will be considered the Draft O&M Manual. The Draft O&M Manual will be submitted to the CITY for review and comment. The CITY and CONSULTANT will then have a meeting to discuss the CITY's comments;
- 5.8 FINAL O&M MANUAL: The comments provided during the Draft O&M Manual review meeting will be incorporated. The Final O&M Manual will be submitted to the CITY.

## **SECTION 6 SERVICE SCHEDULE**

The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities having jurisdiction over the Project. The CITY shall review

and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. If the Project is suspended for more than thirty days, the CONSULTANT shall also suspend Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

**SECTION 7 MISCELLANEOUS SERVICES (Not Used)**

**EXHIBIT "3"**

**TO**

**PROJECT AGREEMENT**

**Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

**PROJECT SCHEDULE**

<b>Task/Description</b>		<b>Task/Completion In Weeks Following Authorization</b>
5.1	KICKOFF MEETING	28
5.2	O&M FORMAT DEVELOPMENT	32
5.3	DATA COLLECTION AND INFORMATION GATHERING	38
5.4	O&M MANUAL OUTLINE DEVELOPMENT	40
5.5	O&M MANUAL GRAPHICS AND PHOTOGRAPHS	44
5.6	O&M MANUAL MODEL CHAPTER DEVELOPMENT	46
5.7	DRAFT O&M MANUAL	50
5.8	FINAL O&M MANUAL	52



**EXHIBIT "4"**

**TO**

**PROJECT AGREEMENT**

**Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

**PAYMENT SCHEDULE**

<b>Task/Description</b>	<b>Percent of Total Fee</b>	<b>Fee</b>
5.1 KICKOFF MEETING	9.70%	\$2,892
5.2 O&M FORMAT DEVELOPMENT	9.07%	\$2,704
5.3 DATA COLLECTION AND INFORMATION GATHERING	16.52%	\$4,923
5.4 O&M MANUAL OUTLINE DEVELOPMENT	4.56%	\$1,359
5.5 O&M MANUAL GRAPHICS AND PHOTOGRAPHS	9.72%	\$2,896
5.6 O&M MANUAL MODEL CHAPTER DEVELOPMENT	3.87%	\$4,152
5.7 DRAFT O&M MANUAL	33.00%	\$9,837
5.8 FINAL O&M MANUAL	13.57%	\$4,044
<b>TOTAL</b>	<b>100%</b>	<b>\$29,807</b>

**EXHIBIT "5"**

**TO**

**PROJECT AGREEMENT**

**Sawgrass WWTP HLD Phase 1 Operations and Maintenance Manual**

**DELIVERABLES**

1. **Kick-Off Meeting Minutes, electronic copy (pdf format)**
2. **O&M Manual Format, electronic copy (pdf format)**
3. **O&M Manual Outline, electronic copy (pdf format)**
4. **Graphics and Pictures, electronic copy (pdf and jpeg format)**
5. **Model Chapter, electronic copy (pdf and .docx formats)**
6. **Draft O&M Manual, electronic copy (pdf and .docx formats)**
7. **Final O&M Manual, 2 copies (bound), electronic copy (pdf and .docx formats)**