

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

Brown and Caldwell (Corporation)

For

Project Agreement No. 21-006-BC

SAWGRASS WWTP TRAIN A SECONDARY TREATMENT CONSTRUCTION BIDDING AND CONTRACT ADMINISTRATION SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") **Brown and Caldwell (Corporation)** ("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 Included

2.4 SIXTY PERCENT DESIGN DOCUMENTS – Not Included

2.5 ONE HUNDRED PERCENT DOCUMENTS

2.5.1 Upon the City's authorization, the Consultant shall prepare 100% design documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents shall be project specific and shall be accurate, coordinated and adequate for construction, and shall be in conformity and comply with all applicable law, codes, standards, and regulations. Products specified for use shall be readily available unless specifically authorized by the City.

2.5.2 The Consultant shall review its most recent estimate of probable construction costs, shall make any appropriate revisions thereto and furnish same to the City.

2.5.3 The Consultant shall assist the City in preparing and filing all documents necessary to obtain the approval of all authorities having jurisdiction over the Project. This can begin when the design documents are approximately 90% complete.

2.5.4 The Consultant shall be responsible for the preparation of bid packages to be made available for distribution to all prospective bidders via the City's electronic procurement system. Such packages shall include electronic copies of all relevant plans, specifications, and other documents upon which the bidding is to be based.

2.5.5 In the event that there are amendments to the bid packages, amendments to any of the documents contained with the bid packages, or any clarifications issued during the bidding process, the Consultant shall prepare for the City's approval written addenda as appropriate to interpret, clarify or expand the bidding documents. The Consultant shall make such documents available to all prospective bidders in a manner acceptable to the City, and shall be reimbursed for the actual costs of reproduction at the same rate specified in Section 2.5.4. There shall be no additional charges for amendments or clarifications other than as provided in Section 2.5.4.

2.5.6 The Consultant shall coordinate with the City during the bidding process and be available to address bidders' questions and comments at any time during the bidding process. The Consultant shall attend the pre-bid meeting, which will be held at a location as specified by the City.

2.5.7 The Consultant shall be available as necessary to assist the City in the evaluation of all bids received for determination of compliance with the bidding requirements. The Consultant shall not be responsible for performing any investigations or reference checks regarding bidders, nor shall it be responsible for determining whether a bid is responsive or a bidder is responsible; however, the Consultant shall assist the City as necessary in making such determination.

2.5.8 The Consultant will investigate, study, and analyze any proposed substitutions of materials or equipment and shall advise the City with respect to same.

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 2.6.13. 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.

2.7 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 Included

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, , and not unreasonably withheld. 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 Bidding and 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

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:

NAME	FUNCTION
Celia D. A. Earle, Ph.D., BCEEM	Client Service Manager
Diego Herrera, P.E.	Construction Services Project Manager/ Lead Civil Engineer
Mark Harber, P.E., CCM	Lead Construction Engineer
Bill Eleazer, P.E.	Technical Advisor
Jose Jimenez, P.E.	Lead Process Engineer
Lance Salerno, P.E.	Lead O&M Development
Mark Miller, P.E.	Senior Process Engineer
George Bloom, P.E.	Lead Process Mechanical Engineer
Ruth Burney, P.E.	Design Manager/Engineer of Record
Dilip Shah, P.E.	Lead HVAC Engineer
Chris Dixon, P.E.	Lead Structural Engineer
Adarsh Shah, P.E.	Structural Engineer
Valentina Gari, P.E.	Process Mechanical Engineer
Duncan Lozinski, E.I.	O&M Development
Kenneth Hoff	Health and Safety Manager
John Evanson	BIM Manager
Richard James	Senior Designer
David Rosetta, CBC	Project Inspector
Garret Isbell	Project Engineer
Roselyn Gardner	Senior Administrator
Carla Curatolo	Document Control

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

- 4.1 If the cost of construction exceeds the cost agreed upon by the City by more than 5% of the lowest bona fide bid or negotiated proposal, the City may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Consultant, without additional charge to the City, shall consult with the City and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the City. Absent negligence on the part of the Consultant in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Consultant's responsibility arising from the establishment of such construction costs, and having done so, the Consultant shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 5 BASIS OF COMPENSATION

5.1 The City shall compensate the Consultant for an amount not to exceed **\$1,998,164.90** 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 phase shall not exceed the amount allocated to each phase.

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 phases:

Phase 1 – Design Services	\$0
0.0%	
Phase 2 - Bidding Services	\$56,034.59
2.8%	
Phase 3 – Construction Managements Services	\$1,942,130.31
97.2%	

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 **\$0** 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 Ordinance of the City of Sunrise, Florida; 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 through **December 30, 2026**, 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.

[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 Brown and Caldwell (Corporation), 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 _____, 20__.

AUTHENTICATION:

City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

Brown and Caldwell (Corporation)

By: _____
Celia D. A. Earle, Ph.D., BCEEM
Client Service Manager

____ day of _____, 20__.

WITNESSES:

EXHIBIT "1"

SCOPE OF SERVICES

SAWGRASS WWTP TRAIN A SECONDARY TREATMENT BIDDING AND CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

SECTION 1 DESIGN SERVICES (NOT USED)

SECTION 2 BIDDING SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

- 2.1 **Solicitation of Bids.** The CONSULTANT shall meet with the City's Utilities Department and Purchasing Department staff and prepare bid specifications and packages as directed by CITY and make them available for distribution to all prospective bidders. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of pre-bid conferences; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;
- 2.2 **Addenda.** The CONSULTANT shall prepare for CITY approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' questions and comments at any time during the bidding process;
- 2.3 **Evaluation of Contractors and Suppliers.** The CONSULTANT shall investigate, analyze, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder;
- 2.4 **Substitution of Materials and Equipment.** The CONSULTANT will log and summarize any valid substitutions of materials or equipment prior to bid opening and shall advise the CITY with respect to any such valid requests

by prospective bidders should they arise;

- 2.5 **Bid Opening.** The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY. The CITY shall prepare appropriate bid tabulation sheets. The CONSULTANT shall assist the CITY in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services;
- 2.6 **Construction Cost.** If the bid cost of construction exceeds the estimated cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of such construction costs, and have done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Agreement;
- 2.7 **Conformed Drawings and Specifications.** CONSULTANT shall incorporate into the 100% design documents used for bidding any modifications resulting from addenda issued during the bid period. Following preparation of the Conformed Construction Drawings and Specifications, the CONSULTANT shall make such documents available to the CITY and the contractor awarded the project. CONSULTANT shall provide two (2) sets of full "D" size signed/sealed conformed contract plans and specifications to the City.

SECTION 3 BIDDING AND CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

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

- 3.1 **Representation of the CITY.** The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award

of the Contract for Construction. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Project Agreement and in the Contract Documents. The CONSULTANT shall have and perform all of the duties, obligations and responsibilities of the CONSULTANT as set forth in the Contract Documents to be executed by and between the CITY and a General Contractor. This includes, but is not limited to, all meetings external to the regular construction meetings, calls, coordination between the CITY and the Contractor, and preparation of additional documents.

- 3.2 **Construction Meetings.** The CONSULTANT shall schedule and attend a pre-construction meeting which shall include, but shall not be limited to, the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY. During construction, the CONSULTANT shall schedule bi-weekly meetings and additional meetings with the CITY, the Contractor, and others, when appropriate, to review the progress of the Project or as otherwise necessary to protect the interest of the CITY. The CONSULTANT shall prepare, distribute and maintain detailed minutes of the pre-construction meeting and all other meetings relating to the construction of the Project;
- 3.3 **Interpretations and Clarifications.** At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The CONSULTANT shall prepare and issue any necessary interpretations and clarifications of the Contract Documents. The CONSULTANT must obtain written approval from the CITY if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the CONSULTANT shall prepare work directives and proposed Change Orders. The CONSULTANT shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the CITY. After receiving written approval from the CITY, the CONSULTANT may issue field orders that do not affect cost, schedule, quality or utility operations;

- 3.4 **Examination of the Schedule of Values.** Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. 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; CONSULTANT shall review the Schedule of Values for consistency with the bid form, the schedule of bid prices and Articles 5.5.2 and 5.5.3 of the Contract Documents.
- 3.5 **Examination of Construction Schedules.** The CONSULTANT shall examine and review all construction schedules, and updates thereof, submitted by any Contractor or supplier in connection with the construction of the Project. The CONSULTANT shall advise the CITY in writing with respect to the adequacy and accuracy of any such schedules or updates;
- 3.6 **Inspection of the Work and Testing.** The CONSULTANT shall carefully inspect the Work of the Contractor whenever or wherever appropriate including any final inspection or testing required by the Contract Documents. The purpose of such inspections shall be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract Documents. In making such inspections, the CONSULTANT shall exercise care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the Schedule and from overpayment to the Contractor. Following each such inspection, the CONSULTANT shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the CITY. Furthermore, the CONSULTANT shall require and review any and all tests required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the CITY the results thereof;

- 3.7 **Approval of Request for Payment.** The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract Documents predicated upon: inspections of the Work as required in Paragraph 3.6 hereinabove, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue recommended approvals for Payment to the CITY in such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an inspection of the Work as provided in Paragraph 3.6 hereinabove, and that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract Documents, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment;
- 3.8 **Contract Interpretations.** The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance thereunder by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness and not to exceed ten (10) calendar days on the request of the Contractor or the CITY. Unless otherwise directed by the CITY, the CONSULTANT shall determine all matters relating to the aesthetic effect, and such determination shall conform to the intent of the Contract Documents;
- 3.9 **Rejection of Work.** The CONSULTANT shall reject any Work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. Whenever it is necessary in order to protect the interest of the CITY, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Contract Documents whether or not such Work is fabricated, installed or completed;
- 3.10 **Shop Drawings and Submittals.** The CONSULTANT shall review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT's representation to the CITY that such submittal is in conformance with the Contract Documents. Such action shall be taken

with reasonable promptness so as to cause no delay to the Contractor or the Project;

3.11 **Change Orders.** The CONSULTANT shall review, and advise the CITY concerning, proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY's approval and execution in accordance with the Contract Documents and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time;

3.12 **Start-Up.** The CONSULTANT shall provide the following start-up services:

3.12.1 Assistance in closing any financial or related transaction for the Project;

3.12.2 Assistance with field support for the startup of the new aeration system, the advanced controls and ancillary equipment to be install in Train A. The CONSULTANT will collect grab sample to be analyzed by the City's laboratory and conduct concentration profiling using a handheld multiparameter instrument to verify the new equipment and systems are working according to the specifications. The CONSULTANT will assist the CITY selecting initial setpoints for the new system and will provide support to tune the system during startup.

3.12.3 Assistance in training CITY personnel to operate and maintain the Project. The CONSULTANT will prepare training material and present it to the CITY to familiarize staff with the new system to be installed in Train A. The training modules may include, but, are not limited to: the new aeration control, sensor, sensor maintenance and tracking.

3.12.4 Assistance with laboratory testing and experiments to support the startup and tuning of the new systems to be installed in Train A. The CONSULTANT will collect samples to be sent to the CONSULTANT's laboratory to perform laboratory experiments to collect onsite information to verify the performance and to collect information to select proper setpoints.

3.12.5 Assistance with field support and expert witness with field testing to verify the new aeration diffusers to be installed in Train A. The CONSULTANT will work with a sub-consultant to perform off-gas

testing to verify the performance of the new aeration system is in accordance with the equipment specifications.

3.12.6 Assistance in developing systems and procedures for operational control and maintenance for the Project;

3.12.7 Assistance in establishing appropriate systems for the generation and maintenance of Project records;

- 3.13 **Substantial Completion and Final Completion.** The CONSULTANT, based upon one or more inspections of the Project, shall determine and recommend in writing to the CITY the date of Substantial Completion of the Project and the date of Final Completion of the Project. The CONSULTANT shall insure all contractual requirements for substantial completion are met prior to issuing the recommendation to the CITY. When appropriate, the CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, bound, and neat format, and forward to the CITY any and all written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, operation manuals, maintenance manuals, and any other related documents required by the Contract Documents prior to issuing a recommendation for substantial completion;
- 3.14 **Legal Assistance.** In the event that the CITY is required to defend the Work of the CONSULTANT, upon written request by the CITY, the CONSULTANT shall testify in any judicial proceeding concerning the design and construction of the Project, and the CONSULTANT shall cooperate with and make available to the CITY the personnel employed by the CONSULTANT for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project.
- 3.15 **Operation and Maintenance Manuals.** The CONSULTANT shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract.
- 3.16 **Record Drawings.** The CONSULTANT shall review any Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the CITY that said drawings are adequate, accurate and complete as provided by the

Contractor. The Consultant shall make sure the contractor keeps a redline set of drawings with any changes that occur on-site. The CONSULTANT shall periodically review the redline set and make sure that it is being updated with all the changes and use it to review the record drawings furnished by the Contractor.

- 3.17 **Deficient Work Product.** The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product.

SECTION 4 THE INSPECTION PROJECT REPRESENTATIVE

- 4.1 The CONSULTANT shall provide the services of a project INSPECTOR. The INSPECTOR shall be the CONSULTANT's agent at the Project site. The INSPECTOR shall inspect the work and shall keep the CITY fully informed of the progress and quality of the work. The INSPECTOR shall review the Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor. The INSPECTOR shall attend all, preconstruction, and other meetings pertaining to construction of the Project and shall prepare, circulate, and maintain detailed minutes of same. The INSPECTOR shall serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The INSPECTOR shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the CONSULTANT or the Contractor. The INSPECTOR shall provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the CONSULTANT. The INSPECTOR shall record in writing, and immediately report to the CONSULTANT and the CITY), any defective, deficient, faulty or unsatisfactory work performed by the Contractor. The INSPECTOR shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The INSPECTOR shall maintain detailed records relating to any such tests. The INSPECTOR shall accompany any visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY. The INSPECTOR shall immediately notify the CONSULTANT in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor. The INSPECTOR

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

- 4.2 The INSPECTOR SHALL NOT AUTHORIZE ANY DEVIATION FROM THE CONTRACT DOCUMENTS OR ANY SUBSTITUTION OF MATERIALS OR EQUIPMENT UNLESS FIRST AUTHORIZED IN WRITING BY BOTH THE CONSULTANT AND THE CITY. The INSPECTOR shall not exceed the limitations of the CONSULTANT's authority as set forth in the agreement by and between the CONSULTANT and the CITY or as set forth in the Contract Documents. The INSPECTOR shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The INSPECTOR shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences

or procedures of construction unless such advice or control is specifically required by the Contract Documents. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE DUTIES AND RESPONSIBILITIES OF THE CONSULTANT SHALL IN NO MANNER WHATSOEVER BE DIMINISHED, RELEASED, DISCHARGED, OR WAIVED AS A RESULT OF ANY PERFORMANCE (OR LACK THEREOF) BY THE INSPECTOR.

SECTION 5 SPECIAL SERVICES OF THE CONSULTANT

- 5.1 In accordance with the requirements of the CITY, Florida Building Code (FBC) and the Broward County Amendments to the FBC, required Special Inspections will be taking place as part of the QA/QC Program. These inspections will be coordinated by the CONSULTANT. The inspections will be performed by the CONSULTANT, a CONSULTANT subconsultant/representative, or by the independent materials testing company (MT) as applicable. Qualifications for all inspectors will be in accordance with Section 110.10 of the Broward County Amendments.

SECTION 6 SERVICE SCHEDULE

- 6.1 The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities have jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within ten (10) working days of said submittal. If, in the event that construction of the Project is suspended for more than (30) thirty days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

SECTION 7 MISCELLANEOUS SERVICES

- 7.1 CONSULTANT shall review product substitutions and "or-equal" submissions by the Contractor and recommend to the CITY as to the acceptability of the proposed substitution. The reviews will be conducted in accordance with the production substitution submittal procedures identified in the Contract Documents.
- 7.2 CONSULTANT shall review and provide comments on the Contractor's proposed sequencing plan as it pertains to performing the work with the least amount of interruption in plant operation.
- 7.3 CONSULTANT shall review and provide comments on the Contractor's alternative procedures that are anticipated to be identified during Contractor's performance of the work.
- 7.4 An Operations and Maintenance (O&M) manual shall be developed for the wastewater treatment plant features related to the Train A Design Improvements. Other facilities plant and pumping features not associated with the contract work have not been included. The services that are to be provided for preparation of the O&M manual are described below:
 - 7.4.1
 1. The new O&M manual chapters will include the following information:
 - Design Criteria
 - Description of the process and treatment goals
 - Standard Operating Procedures (SOPs)
 - Equipment Lists, for major process components
 - General discussion of regulatory requirements that relate to each process.
 2. The new O&M manual chapters will be developed in Microsoft Word format and be converted to PDF format. A graphical type process schematic, isometric diagrams and photos will be included for each process feature to facilitate understanding of each system included. Graphic display information from the SCADA system with descriptions will be incorporated for the electrical and control systems sub-sections. Links in the PDF file will be created to reference to the applicable sections of the vendor furnished O&M information that was provided in the construction project. Examples of the type of information to be included through links included spare parts documentation, lubricants, startup and calibration reports, fabrication drawings, etc. The O&M manual will be coordinated with established plant-wide procedures and processes.
 3. The O&M Manual Outline will be developed once the format has been approved and all the data and information has been gathered. The data includes but is not limited to; approved O&M Manuals, PDFs of Vendor PLC Control Screens, and SCADA/DCS Control Screens, existing plant procedures, all wastewater plant permits, plant safety plans, emergency plans,

SOPs, on-site laboratory capability, existing process monitoring and a Microsoft Word editable version of the existing O&M Document. The CONSULTANT will develop a comprehensive outline of the O&M manual to ensure all subject areas identified in this effort will be covered in the manual and to develop the linkage architecture that will integrate text and graphics. 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.

4. Standard Operating Procedures will be provided in the O&M chapters developed. DRAFT SOPs will be provided, and not finalized until plant operations field verifies and approves each one via signature of the plant chief or superintendent. Where available in the existing vendor furnished O&M information provided in construction projects, this information will be included in links to the PDF file. Typical contents proposed for the SOPs includes:
 - a. Pre-Startup and Startup Procedures
 - b. Normal Operating Procedures (including specific details about how to operate systems both in automatic and manual modes, as applicable).
 - c. Operational Routing and Monitoring Procedures
 - d. Shutdown Procedures
 - e. Abnormal Conditions Response, Troubleshooting & Emergency Shutdown
 - f. Safety considerations will be identified in each SOP.
5. A draft of the updated O&M chapters and/or subsections will be submitted by CONSULTANT to the CITY in electronic format. Electronic format shall consist of the native Microsoft Word file as well as indexed and linked PDF. The referenced documentation used in the PDF links will also be included on the USB memory drive that is provided to the CITY.
6. After accepting draft review comments from the CITY, CONSULTANT shall prepare final updated O&M chapters and/or subsections. Submission of the documents shall be in hard copy original (three sets) and electronic format. Electronic format shall consist of the native Microsoft Word file, Excel Equipment Sheets, as well as indexed and linked PDF files. All documents produced by this effort shall be searchable. Printing of the text will be on both sides of the paper.

The existing sections that will be updated include:

- Section 1.2.2 Secondary Treatment – Complete Update of this Subsection
- Section 3.0 Secondary Treatment – Complete Update of the Subsection(s) associated with Train A
- Section 5.1 Instrumentation and Field Devices – Partial

Update of Subsection to update the Train A related statements to incorporate the improvements and new field devices associated with these upgrades.

- Section 5.2 Power Distribution and Motor Control – Partial Update of Subsection to update the Train A related statements to incorporate the improvements and new electrical improvements with these upgrades.

Other sections affected by this project, not listed above, will all so be updates.

Assumptions:

- City will provide electronic copies (Microsoft Word and/or PDF) of the existing plant O&M manual for the overall treatment plant processes.
- The format and level of detail for the new chapters and/or subsections will be developed in a format similar to that of the existing plant O&M manual.
- For existing manuals that only exist in hard copy, a hard copy insertion with the relevant information will be provided for the updates and modifications included in this PA. These insertions will be provided in the existing manual bookmarked with a tabbed divider indicating subject of the modified information.
- Training is not included as part of this scope.

The new O&M manual will include the following information organized into five major sections:

- Section 1- Functional Description and Theory of Operations: This section will be organized by unit process and include a functional description of each process area, and applicable theory of operations for each and related process areas.
- Section 2 - Design Criteria for Major Equipment: This section will be in tabular format and include key design information on each unit, tag numbers (from PIDs), equipment description, associated equipment, flow stream, operating characteristic, MCC/VFD location, effect of failure.
- Section 3 - Process Control: A description of the process control strategies for new equipment will be provided based upon the new SCADA control screens, the specified control strategies and the PIDs.
- Section 4 - Operating Procedures: A description of Normal Operations, Alternate Operations and Emergency

Operations will be provided, as applicable, for each new process area. In addition, an operating procedure for startup and shutdown of each process area will be provided.

- Section 5 - Troubleshooting: This will include a section on activated sludge troubleshooting guide presented in tabular format and identify observation, possible cause, operator action, and commentary relative to design considerations.

7.5 CONSULTANT shall provide all CAD drawings and as-builts in the original electronic format.

PAYMENT SCHEDULE

Task	Task Description	Percent of Total Fee (Lump Sum)	Total Fee
2.1	Bidding Services	0.53%	\$ 10,501.85
2.2	Addenda	0.89%	\$ 17,731.52
2.3	Evaluation of Contractors and Suppliers	0.21%	\$ 4,289.38
2.4	Substitution of Materials and Equipment	0.05%	\$ 1,045.20
2.5	Bid Opening	0.13%	\$ 2,600.70
2.6	Construction Cost	0.00%	\$ 0.00
2.7	Conformed Drawings and Specifications	0.99%	\$ 19,865.94
3.1	Representation of the City	9.36%	\$ 187,124.87
3.2	Construction Meetings	2.57%	\$ 51,409.19
3.3	Clarifications and Issuance of Conflict	3.17%	\$ 63,441.27
3.4	Examination of the Schedule of Values	0.05%	\$ 904.80
3.5	Examination of Construction Schedule	0.05%	\$ 904.80
3.6	Inspection of the Work & Testing	4.15%	\$ 82,875.76
3.7	Approval of Payment Applications	0.08%	\$ 1,606.02
3.8	Contract Interpretation & RFI	3.89%	\$ 77,659.65
3.9	Rejection of the Work	0.00%	\$ 0.00
3.10	Shop Drawings and Submittals	7.21%	\$ 144,104.84
3.11	Change Orders	2.30%	\$ 45,981.00
3.12	Start Up	3.98%	\$ 79,511.14
3.13	Substantial and Final Completions	0.26%	\$ 5,200.86
3.15	Operation & Maintenance Manuals	1.52%	\$ 30,312.96
3.16	Record Drawings	4.26%	\$ 85,041.40

Task	Task Description	Percent of Total Fee (Lump Sum)	Total Fee
3.17	Deficient Work Product	0.00%	\$ 0.00
4	Project Inspector Services	40.20%	\$ 803,165.44
5.1	Special Inspections	3.73%	\$ 74,603.48
6.1	Service Schedule	0.00%	\$ 0.00
7.1	Review & Comment Product Substitutions and "Or-Equal"	0.05%	\$ 973.94
7.2	Review & Comment on Sequencing	0.02%	\$ 452.40
7.3	Review & Comment on Alternative	0.05%	\$ 973.94
7.4	Plant O&M Manual Development	9.64%	\$ 192,546.68
7.5	Provision of Drawings & As-Built in	0.67%	\$ 13,335.88
	Totals	100.0%	\$ 1,998,164.90

DELIVERABLES

1. Construction kick off and progress meeting agenda and minutes
2. Shop drawing documentation; including approvals
3. Inspection reports
4. Requests for Payments and recommended action by CONSULTANT
5. Contract Interpretations and Clarifications
6. Change Orders
7. Submittal Review Correspondence
8. Record Drawings
9. Project Specific Plant Process and Equipment O&M Manuals
10. Project Correspondence

ASSUMPTIONS AND BASIS OF CONSULTANT COMPENSATION

1. It is understood by all that the method of compensation for performance of the services described herein is that of a LUMP SUM fee, which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated previously. Said Lump Sum includes, but is not limited to, compensation for all fees, expenses, and out- of-pocket costs of the CONSULTANT.
2. The LUMP SUM amount is based on certain key assumptions which are noted below. Any deviation or change to the assumptions noted below may create circumstances that require an adjustment to the compensation to the CONSULTANT.
3. The following are detailed assumptions and basis of compensation for the CONSULTANT on this Project Agreement.

Task	Task Description	Assumptions
2.1	Bidding Services	
2.2	Addenda	
2.3	Evaluation of Contractors and Suppliers	
2.4	Substitution of Materials and Equipment	
2.5	Bid Opening	
2.6	Construction Cost	
2.7	Conformed Construction Drawings and Specifications	
3.1	Representation of the City	Based on 51-month project duration total including 3 months for O&M development and reviews under 7.4.

Task	Task Description	Assumptions
3.2	Construction Meetings	Attendance and minutes for one (1) Notice of Award meeting, One (1) Preconstruction meeting and 77 regular bi-weekly progress meetings. Assumes 38.5-month total duration of construction activity and no delays on project. Lead Technical Advisor (or designee) will attend on a monthly basis.
3.3	Clarifications and Issuance of Conflict Resolution Arising from Work	Preparation of clarifications and conflict resolutions when conflicts with other projects on-site interfere with the Work and/or with impacts that the Work might cause to other areas of the Plant.
3.4	Examination of the Schedule of values	Review and comment on schedule of values provided by CONTRACTOR
3.5	Examination of Construction Schedule	Examine and review 40 Schedule Updates and Pay Applications during the project
3.6	Inspection of the Work & Testing	Includes Site Visits by EOR of each discipline. Daily Inspection is included in 4.1 Project Inspector Services. CONSULTANT shall schedule required soil and concrete tests with the Third-Party Testing Company provided by CITY or CONTRACTOR. Testing is not included in CONSULTANT scope.
3.7	Approval of Request for Payment	Review and approval of 40 Pay Applications during course of the work
3.8	Contract Interpretations	Assumes review and response to RFIs
3.9	Rejection of the Work	Included in 4.1 Project Inspection Services

Task	Task Description	Assumptions
3.10	Shop Drawings and Submittals	Assumes review and response to shop drawings and submittals., INCLUDING resubmittals
3.11	Change Orders	Assumes development, discussion and finalization of change orders
3.12	Start Up	Witness start-up related activities during the partial substantial completion of each aeration basin stage of the project (assumed to be an intermittent two-month period). For a total of four (4) aeration basins. For the first aeration basin, a fifteen day of support/training for CITY personnel to operate and maintain project facilities and assisting CITY in obtaining adjustments and refinements of new equipment will be held. Subsequently, second and third aeration basins support/training start-up to be performed remotely in an as needed basis. For the fourth aeration basin start-up a week of support/training for full system to be performed.
3.13	Substantial Completion and Final Completion	Assumes twelve-week effort of one-person full time from Substantial to Final Completion.
3.14	Legal Assistance	

Task	Task Description	Assumptions
3.15	Operation & Maintenance Manuals	Assumes review and response to O&M submittals. Also assumes CONTRACTOR responsible for submitting all required manual material and CONSULTANT to provide review and assistance in finalization of manuals by CONTRACTOR
3.16	Record Drawings	CONSULTANT will ensure that CONTRACTOR develops and supply adequate required information to prepare record drawings for City.
3.17	Deficient Work Product	Included in 4.1 Project Inspector Services
4.1	Project Inspector Services	Compensation based on 40 hrs./week average for inspector. Any additional Project Inspector services will require the CITY'S pre-approval in writing.
5.1	Special Inspections	To cover special inspections associated with structural work.
6.0	Consultant Performance Schedule	To be authorized by Amendment on an As-Needed Basis
7.1	Review & Comment on Product Substitution and "Or-Equal"	
7.2	Review & Comment on Sequencing Plan	

Task	Task Description	Assumptions
7.3	Review & Comment on Contractor's Alternative Procedures	
7.4	O&M Manual Development (including electronic links)	Under Miscellaneous Services – this includes providing electronic links within the O& M manuals to certain aspects of the project. Updates to the City's existing O&M Manuals chapters
7.5	Provision of Drawings & As-Builts in Electronic Format	

4. This Agreement contemplates using available project document control software currently used by BC for this purpose on similar projects. It does not contemplate using any new and special document control software. It does not contemplate using any new and special document control software or providing labor and effort to produce, manage or administer any such special system that may be required by the CITY. Work does include regularly uploading such outputs as required to designated site/location.

EXHIBIT “2”

PROJECT SCHEDULE

Task	Task Description	Task/Completion in Weeks Following Authorization¹
2.0	Bidding Services	24 from NTP for CONSULTANT
3.0 – 7.0	• Pre-Construction Activities • Active Construction Contract Administration Services, Inspection Services, Special Services, Service Schedule, and Miscellaneous Services	• 26 from NOA to CONTRACTOR • 172 from NOC to CONTRACTOR

¹Authorization for Contract Administration Services is considered Notice of Award to Contractor that covers 180 days for the Pre-Construction activities. Notice of Commencement is the start of the active construction period. Construction Permitting Assistance to take between 120 to 180 days.