

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: 21-016-HS

City of Sunrise and Town of Davie Utility Consolidation Study

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Hazen and Sawyer, P.C. ("Consultant") for Professional Services – Water, Wastewater, Wastewater Reuse and Natural Gas Utilities Projects (hereinafter referred to as "Continuing Services Agreement") dated May 11, 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 11, 2021, not specifically modified by this Agreement shall remain in full force and effect and are incorporated into and made a part of this Agreement by this reference as though set forth in full.

SECTION 2 CONSULTANT'S BASIC DUTIES TO CITY

- 2.1 By executing this Agreement, the Consultant represents to the City that the Consultant is professionally qualified to act as the Consultant for the Project (hereinafter referred to as "the Project") and is licensed to practice engineering by all public entities having jurisdiction over the Consultant and the Project. The Consultant further represents to the City that the Consultant will maintain all necessary licenses, or other authorizations necessary to act as Consultant for the Project until Consultant's duties hereunder have been completed. The Consultant shall be responsible for providing all necessary subconsultants required for the successful completion of the work as outlined in EXHIBIT "1," Scope of Services. The Consultant assumes full responsibility to the City for the improper acts, negligence, and omissions of its subconsultants and of all others employed or retained by the Consultant in connection with the Project.
- 2.2 Execution of this Agreement by the Consultant constitutes a representation that the Consultant has become familiar with the Project site and the local conditions under which the Project is to be implemented.

- 2.3 THIRTY PERCENT DESIGN DOCUMENTS -NOT USED
- 2.4 SIXTY PERCENT DESIGN DOCUMENTS – NOT USED
- 2.5 NINETY PERCENT DESIGN DOCUMENTS – NOT USED
- 2.6 ONE HUNDRED PERCENT DOCUMENTS – NOT USED
- 2.6 ADMINISTRATION OF CONSTRUCTION – NOT USED
- 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: The parties recognize and agree that certain events may cause the City to suffer losses that are by their nature uncertain, difficult to prove, and not ascertainable at the time this Agreement is entered into. The parties agree that certain breaches will cause Consultant to pay City liquidated damages resulting from the breach. In no event shall these liquidated damages be construed or deemed to constitute penalties. Unless otherwise excused by the City in writing, in the event that the Consultant fails to meet the Contract Time for completion of a particular milestone of service(s) as determined by the Project Schedule, the Consultant shall pay to the City the sum of dollars identified below per day for each and every calendar day of unexcused delay beyond the milestone completion date(s) identified below, until completion of the milestone:

Milestone 1: Project Task 4

\$250

2.8.4 No Damages for Delay: The Consultant shall not be entitled to any claim for damages including, but not limited to, loss of profits, loss of use, home office overhead expenses, equipment rental and similar costs on account of delays in the progress of the Project from any cause or national disaster or emergency, unusual delay in deliveries, unusual delay in procuring permits, differing site conditions, unavoidable casualties or other cause beyond the Consultant's control, or by delay authorized by the City, or by other causes which the Consultant determines may justify delay. The Consultant's sole recovery and remedy for any such delay shall be a reasonable extension of time and a revision to the Project Schedule as determined by the City. However, additional costs to the Consultant or delays in the Consultant's performance caused by improperly timed activities shall not be the basis for granting a time extension. If the Consultant wishes to make a claim for an increase in time of performance, written notice of such claim shall be made to the City within three (3) working days after the occurrence of the event, or the first appearance of the condition giving rise to such claim. The City's representative shall determine whether the Consultant is entitled to a time extension for the delay. The failure of the Consultant to give such notice shall constitute a waiver of any claim under this section.

- 2.8.5 Notwithstanding the provisions of Subparagraph 2.8.4, in the event that the Contractor fails to substantially complete the Project on or before the Substantial Completion date specified in the Construction Contract or the Contractor is granted an extension of the time to complete performance under the Construction Contract and the Consultant's Contract Administration Services are materially extended by the City as a direct result thereof and through no fault of the Consultant, the Consultant shall be entitled to additional compensation at the rates shown in the Continuing Services Agreement EXHIBIT "B." The amount of compensation due by the Consultant under this Subparagraph shall be pursuant to approved written Amendment to this Agreement.

2.9 PERSONNEL

- 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
Patrick Davis	Vice President
Patricia Carney	Company Officer
Gerrit Bulman	Sr. Principal Professional
Ryan Nagel	Sr. Principal Professional
Jenifer McMahon	Sr. Principal Professional
Guillermo Regalado	Sr. Principal Professional
George Brown	Supervising Professional
Marta Alonso	Senior Professional
David Bannett	Senior Professional
Nandita Ahuja	Professional
Anthony Niemiec	Professional
Rachel Loffing	Assistant Professional
Rohit Warier	Assistant Professional
Nicholas Lucado	Assistant Professional
Carmen Gillotte	Administrative Assistant

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

to the Project by the Consultant be removed from the Project and reassigned for good cause.

SECTION 3 CITY'S BASIC DUTIES TO CONSULTANT

- 3.1 The City shall provide the Consultant with adequate information regarding the City's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements including fixed limit of construction cost, prior to the start of the Construction Documents portion of design, upon which the Consultant shall be entitled to rely.
- 3.2 The City shall review any documents submitted by the Consultant requiring the City's decision, and shall render any required decision pertaining thereto in a timely fashion.
- 3.3 The City shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.
- 3.4 If the City becomes aware of any fault or defect in the Project, nonconformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, prompt notice thereof shall be given by the City to the Consultant.
- 3.5 The City shall perform those duties set forth in Sections 3.1 through 3.4 as expeditiously as may reasonably be necessary for the orderly progress of the Consultant's services and of the work.
- 3.6 The City's review of any documents prepared by the Consultant or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the City's construction program and intent. No review of such documents shall relieve the Consultant of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

SECTION 4 CONSTRUCTION COSTS – NOT USED

SECTION 5 BASIS OF COMPENSATION

- 5.1 The City shall compensate the Consultant for an amount not to exceed \$334,916.00 based on services rendered pursuant to Section 2.7 and **EXHIBIT "1,"** Scope of Services, of this Agreement by allocating the estimated percentage of work for each of the tasks set forth in Section 5.2. Billings for each task shall not exceed the amount allocated to each task. The total amount in this Section includes Reimbursable Expenses which are only payable if authorized and approved.
- 5.2 Payment to the Consultant of the sum set forth in Section 5.1 shall be allocated based on the estimated percentage of work completed for each of the following tasks:

Task 1	\$44,275	13.4%
Task 2	\$110,159	33.4%
Task 3	\$133,269	40.4%
Task 4	\$42,213	12.8%

- 5.3 Reimbursable Expenses as defined in Section 6 shall be reimbursed to the Consultant by the City as provided in Section 6.
- 5.4 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 "1" 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 \$5,000 without prior written authorization by the City.
- 6.2.1.1 Reasonable expenses of: long-distance communications; mileage reimbursement in accordance with Section 2-2 of the Code of Ordinances of the City of Sunrise, Florida; fees paid for securing approval of authorities having jurisdiction over the Project; actual cost of reproduction, postage and handling of drawings, specifications and other documents; renderings, models and mock-ups requested by the City; additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that required in the Request For Qualifications. The Consultant shall only be reimbursed for the direct cost of the item without additional mark-up. Costs for meals, snacks, and beverages are not considered a reimbursable expense.

SECTION 7 TERM

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

SECTION 8 TERMINATION

- 8.1 TERMINATION FOR CAUSE
- 8.1.1 This Agreement may be terminated by either party upon seven (7) days' written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination. In the event of a termination for cause, the Consultant shall be entitled to receive compensation for any work completed pursuant to the Agreement to the satisfaction of the City through the date of termination, less any amounts which the City reasonably deems necessary to withhold in order to correct any defects or deficiencies in the work performed by the

Consultant. In no event shall the City pay for profit or overhead on work not performed.

8.2 TERMINATION FOR CONVENIENCE

8.2.1 This Agreement may be terminated by the City without cause upon ten (10) days' written notice to the Consultant. In the event of such a termination without cause, the Consultant shall be compensated for all services completed pursuant to this Agreement to the satisfaction of the City up to and through the date of termination, together with Reimbursable Expenses incurred. In such event, the Consultant shall promptly submit to the City its invoice for final payment and reimbursement which invoice shall comply with the provisions of Section 2.5 of EXHIBIT "E" of the Continuing Services Agreement.

8.2.2 Under no circumstances shall the City make payment of profit or overhead for work that has not been performed. Additionally, the City shall not make payment for the following items:

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

8.2.2.2 Consequential damages;

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

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

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

8.2.2.6 Damage or loss caused by delay.

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

SECTION 9 SEVERABILITY

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

[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 Hazen and Sawyer, P.C., signing by and through its Associate Vice President, duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan

_____ day of _____, 2021.

AUTHENTICATION:

City Clerk

(SEAL)

Approved as to form for the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

HAZEN AND SAWYER, P.C..

BY: _____
Patricia A. Carney, P.E.

TITLE: Vice President

____ day of _____, 2021.

AUTHENTICATE:

Vice President

Robert B. Taylor

Please type name

(CORPORATE SEAL)

WITNESSES:

EXHIBIT “1”

SCOPE OF SERVICES

Project Understanding

The City of Sunrise, Florida Utilities Department (“Sunrise”) wishes to conduct a detailed study (Consolidation Study) of the potential implications of a proposed consolidation of its water and wastewater utilities with those from the Town of Davie, Florida Utilities (“Davie”). This study is to be conducted expeditiously to provide sufficient time to communicate findings to stakeholders and reach an appropriate conclusion as to the future direction of water and wastewater service provision within the area.

The purpose of this Consolidation Study is to independently assess the impact of the proposed consolidation of Sunrise and Davie utility operations, as well as the potential financial impact on water and wastewater rate payers served by both utilities. Our project approach is based on the technical and operational review, validation, and an independent assessment of the potential consolidation from a business perspective; the assessment of potential legal, governance, financial valuation and compensation issues are not part of this Study.

As described below, the Study will be divided into two phases with the first phase focused on identifying the key potential benefits and challenges to consolidating the two utilities. If Phase I findings appear to favor such a consolidation, Hazen will, with the approval of Sunrise, conduct a second Phase that will allow Sunrise to make an informed business decision on whether to proceed with the consolidation. Potential benefits could encompass direct and indirect cost savings as well as an enhanced level of service (LoS) to the ratepayers.

Study Approach

Our work will be conducted in two phases as follows:

Phase I – High-level operational evaluation and capital needs assessment associated with the potential consolidation of the Sunrise and Davie water and wastewater utilities

Phase I (optional) – Administrative and operational review of the potential consolidation, contingent upon Commission approval of an Amendment to this Project Agreement, of the Sunrise and Davie water and wastewater utilities.

Our overall approach is to conduct the analyses for this Consolidation Study in a series of systematic steps that commence with initial meetings and data review and analyses and culminate with a presentation of findings to City Management personnel. In our experience, there are two major factors that need to be addressed as part of the evaluation of the consolidation of utility functions. These factors include non-cost and indirect cost issues (organizational structure, consolidation of services, infrastructure condition, stakeholder buy-in/acceptance, institutional requirements, etc.) and cost issues (operation costs – both in-house and contracted, capital improvements, existing debt service, other on-going financial liabilities, rates, etc.).

Phase I will consist of the development and assessment of select operational scenarios and an assessment of existing asset condition and renewal needs based on a focused asset condition assessment. The Phase I (optional) administrative and operational review will consist of providing an understanding of the potential operational, business, and technical functions of a consolidated utility operation through interviews of the core management teams of both utilities departments and further review of the selected operational scenario(s) identified in Phase I. The cost issues

EXHIBIT “1”

and financial forecast(s) associated with the consolidated utility operations will be addressed by another consultant (Raftelis).

Hazen will work closely with the existing administration and stakeholders to verify data, obtain additional information, as needed, and provide the framework for making informed decisions. In essence, our approach is to work in partnership with all stakeholders to facilitate the analysis of the consolidation factors.

Task 1 – Kickoff Meeting and Gather, Review and Combine Existing Background Information

At the start of Phase I, Hazen will arrange and facilitate a kickoff meeting with the City of Sunrise and Town of Davie to review the project plan and the expectations of the project, discuss pertinent consolidation data already developed, if any, and finalize the plans for the due diligence efforts. Prior to the kickoff meeting, we will gather and review available information and analyses already completed by the Cities, identify any additional data and information needs to complete the Consolidation Study, and review and combine water models and geodatabases for the two Municipalities.

Deliverables:

- Facilitate Kickoff Meeting
- Summary Technical Memo

Task 2 – Desktop/Focused Infrastructure Condition Assessment

Hazen understands that a considerable amount of system due diligence and assessment has already been completed by Sunrise and Davie regarding their respective utility assets. Therefore, our condition assessment efforts will utilize the compiled information relative to the water and wastewater system condition as a framework to conduct focused field investigations of the major system assets. Given the completion of recent master planning efforts for both Davie and Sunrise, much of the infrastructure assessment can rely on the results of those established reports and investigations. As such, Hazen will review the Town of Davie Master Plan and associated Capital Improvement Plan (CIP) projection and summarize major recommended investments and concerns.

In addition, Hazen will plan to conduct representative field investigations of select/representative vertical assets in the Town of Davie (i.e., treatment plants, storage tanks, pump stations, other above ground assets) based on visual observations and accessibility.

For buried infrastructure, such as water distribution mains, Hazen will rely on recently completed studies and available field inspection and maintenance information compiled by Carollo as part of the Town of Davie Master Plan, including leak detection and correction programs, main break reports, low pressure reports and other representative reports, as available.

Using the raw data and information gathered in the field, our approach is to assess each of the major facilities and systems with respect to the following:

- Asset condition
- Capacity and capability analysis
- Environmental performance

EXHIBIT “1”

- Operations and maintenance performance

For each major facility or system, we will prepare a scorecard summarizing findings. The scorecard will provide an assessment of the estimated remaining life of the assets and facilitate the comparison of the current projected CIP and schedule to address system requirements. As part of this task, Hazen will also conduct a review of the ongoing and planned projects based on information furnished by Sunrise and Davie.

Elements will include:

- Overview of the CIP. This will summarize planned major capital projects, purpose (includes functionality and regulatory compliance, expansion, renewal/replacement), budget and schedule of planned expenditure to the extent information is available.
- Status and forecasted completion of ongoing projects. We understand that such thoroughly developed information will generally require a confirmatory review as part of this process. It is envisioned that the evaluation of the Town of Davie CIP will result in a confirmation of projects, schedules and costs.
- Comparison of Existing Projected CIP projects to Recommended Renewal and Replacements. This will identify any recommended modifications to the existing CIPs resulting from the focused infrastructure condition assessments conducted.

Deliverables:

- Tabular summary of major system asset inventory
- Condition assessment summary
- Status summary of Davie and Sunrise CIPs and potential modifications resulting from the focused infrastructure condition

Task 3 – Develop and Evaluate Select Operational Scenarios

Based on discussion with City of Sunrise staff, five operational scenarios have been developed. Each scenario will be analyzed, and the analysis will generate advantages and disadvantages of each scenario as well as planning level estimates of probable capital cost for each scenario. A description of the scenarios and major work elements involved in each analysis are presented below.

System	Scenario	Major Work Items
Water	Rehabilitate System III water plant and leave the Davie system as a stand-alone system - This is similar to the Alternative 1 included the Town of Davie (TOD) Master Plan (MP)	Analysis would include cursory review of recommendation and cost of Alternative 1 in the TOD MP.
Water	Abandon System III water plant entirely and replace 4.0 million gallons per day (MGD) of capacity with flow from Sunrise.	Analysis includes model scenario to determine improvements required to meet Level of Service (LOS) (Water Age, Fire Flow, pressure in combined

EXHIBIT "1"

		distribution system. Review of Consumptive Use Permit reallocation and Sunrise Water Treatment Plant ability to provide additional 4 MGD
Water	Convert System III WTP to Booster Pumping Station and Storage Facility and replace 4.0 MGD of capacity with flow from Sunrise.	Analysis assumes improvements required to meet LOS (Water Age, Fire Flow, and pressure in total distribution system) are provided in TOD MP. Analysis would include modeling of transmission of potable to the TOD Booster Pumping Station (PS) and Storage and cursory review of recommendation and cost of conversion of System III to booster PS and storage facility
Wastewater	Discontinue sending effluent to City of Hollywood and redirect to City of Sunrise (COS), new Package Wastewater Treatment Plant at TOD System II, new Deep Injection Wells at Southwest to accommodate effluent from both Southwest WWTP and TOD System II. Eliminate existing Southwest WWTP effluent disposal ponds	Analysis includes transmission system modeling to determine major improvements required. Feasibility and estimated cost for Deep Injection Well (DIW) and decommissioning of ponds. Analysis would include cursory review of recommendations and cost for new package plant for System II.
Wastewater	Abandon System II WWTP and send raw wastewater to SWWWTP. Expand Southwest WWTP to 5 MGD (1 MGD COS + 4 MGD TOD). New DIWs at SWWWTP to accommodate effluent from expanded SWWWTP. Eliminate existing SWWWTP effluent disposal ponds.	Analysis includes transmission system modeling to determine major improvements required. Feasibility and estimated cost for SWWWTP plant expansion, DIW and decommissioning of ponds.

Deliverables:

- Identification of additional Capital Improvement Plan modifications resulting from the identified operational scenarios
- Summary Technical Memorandum

EXHIBIT “1”

Task 4 – Coordination Meetings

Hazen will keep the City informed on the progress of the project with periodic progress meetings. Progress meetings will be held every third week via meeting or teleconference to coordinate and communicate with the City throughout the project.

In addition, Hazen plans to support the City and participate in up to four public meetings associated with the presentation of this study and its associated results and recommendations.

Deliverables:

- Agenda
- Brief Status Report
- Presentation support for up to four public meetings

KEY ASSUMPTIONS

1. Fees for legal assistance are specifically excluded.
2. Notice to proceed (NTP) will be issued in accordance with Consultant's schedule. Consultant's schedule which will be submitted, reviewed and approved in accordance with Section 2.8.1 of the agreement prior, to NTP.

Task	Task Description	Percent of Total Fee	Fee
Phase I			
Task 1	Kickoff Meeting and Review Existing Background Information	13.4%	\$44,275
Task 2	Desktop/Focused Infrastructure Condition Assessment	33.4%	\$110,159
Task 3	Develop and Evaluate Select Operational Scenarios	40.4%	\$133,269
Task 4	Coordination Meetings	12.8%	\$42,213
Reimbursable			\$5,000

EXHIBIT “2”

PROJECT SCHEDULE

Task/Description	Task/Completion in Days
Phase 1	120 Days