PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

BLACK & VEATCH CORPORATION

For

Project Agreement Number: PA-26-003-BV

SOUTHWEST WWTP SODIUM HYPOCHLORITE SYSTEM IMPROVEMENTS CONSTRUCTION MANAGEMENT SERVICES

Pursuant to the provisions contained in the Continuing Services Agreement between the City of Sunrise ("City") and Black & Veatch Corporation ("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.

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____

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)

2.7 ADMINISTRATION OF CONSTRUCTION

2.7.1 The Consultant shall perform those duties and discharge those responsibilities set forth herein in Sections 2.7.2 through 2.7.13. 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.

2.7.2 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.

2.7.3 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.

2.7.4 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.

2.7.5 The Consultant shall determine amounts owed to the Contractor based upon observations of the work as required in Subparagraph 2.7.4, 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.

2.7.6 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 2.7.4, 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.

2.7.7 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.

2.7.8 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.

2.7.9 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.

2.7.10 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.

2.7.11 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.

2.7.12 The Consultant shall, without additional compensation, promptly correct any errors, omissions, deficiencies, or conflicts in its plans and specifications.

2.7.13 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.

2.8 ADDITIONAL SERVICES

The following services of the Consultant are not included in Sections 2.3 through 2.7, 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.

2.8.1 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.

2.8.2 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.

2.8.3 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.

2.8.4 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.

2.8.5 Providing services made necessary solely by the default of the Contractor or defects or deficiencies in the work of the Contractor.

2.9 SERVICE SCHEDULE

2.9.1 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.

2.9.2 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.

2.9.3 Liquidated Damages – NOT USED

2.9.4 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.

2.9.5 Notwithstanding the provisions of Subparagraph 2.9.4, 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.

2.10 PERSONNEL

2.10.1 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	EMPLOYEE CATEGORY
Melissa Velez, PE	Contract Manager	Company Officer
Natalia Garcia, PE	Engineer Manager	Supervising Professional
Ana Delarme Salome	Project Engineer	Professional
David Garcia, PE	Electrical Engineer	Professional
Andrea N. Lorton	Chemical process Engineer	Professional
Jessica Farrell	I&C Engineer	Assistant Professional
Julie Gloss	Structural Engineer	Professional

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

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 $106,267 based on services rendered pursuant to Sections 2.3 through 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.

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:

Construction Management Services	$78,742	74%
Field Support Services	$20,654	19%
Miscellaneous Services	$6,871	7%

5.3 Additional services of the Consultant as described in Section 2.8, 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

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____

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 NOT USED

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 **730 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]

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____

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 Black & Veatch Corporation, 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 _____, 2026.

AUTHENTICATION:

_____
City Clerk

(SEAL)

Approved as to form for the CITY:

By: _____
Thomas P. Moss
City Attorney

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____

CONSULTANT

BLACK & VEATCH CORPORATION

BY: _____
Rafael E. Frias III

TITLE: Associate Vice President

____ day of _____, 2026.

AUTHENTICATE:

_____
Corporate Secretary

_____
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____

EXHIBIT "1"

SCOPE OF SERVICES
SWWWTP SODIUM HYPOCHLORITE IMPROVEMENTS

BACKGROUND

The City of Sunrise (City) is currently conducting improvements to the existing Southwest WWTP (Project) located at 15400 Slydgemill Rd, Davie, FL 33331. As part of these improvements, the City has requested enhancements to several areas of the treatment systems including the replacement of two (2) 2,500 sodium hypochlorite storage tanks, diaphragm pump skid with new peristaltic tube pump skid, replacement of recirculation pump, and replacement of all associated valves, piping, instrumentation, and control panels inside the chemical storage shed. The project also includes the installation of a new 2" water service line from an existing water main to new water dilution panel including backflow preventor assembly, recoating of existing housing structure including metal roof and concrete surfaces, a temporary sodium hypo storage or equipment as necessary to maintain operations, and any associated electrical and instrumentation work for the new equipment to be installed.

INTRODUCTION

Black & Veatch (Consultant) was contracted by the City in 2024 for detailed design services to replace the sodium hypochlorite storage tanks and associated work at the Southwest WWTP. The City has requested Consultant to provide construction management services for this project.

SCOPE OF SERVICES

TASK 1 – CONSTRUCTION PHASE SERVICES

Consultant will perform services during the construction phase of the project. By performing these services, Consultant shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Consultant shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. It is anticipated that the construction period will be sixteen (16) months. Specific services to be performed by Consultant are outlined below.

Subtask 1.1 Construction Management Services

- **Assistance with Contractor's Permitting**. Revise and resubmit drawings as needed to permitting agencies if required when contractor is acquiring the construction permits.

- **Contractor's Schedule**. Determine if Contractor's schedule is consistent with the construction contract documents with emphasis on milestone dates, construction sequencing, and operation of existing facilities during construction. Consultant's review shall not include an analysis of Contractor's approach, means or methods of construction to perform the work specified in the construction contract

documents.

- Review and comment upon the Contractor's initial construction schedule.
- Review and comment upon updated schedules monthly.

- **Contractor's Schedule of Values**. Review the Contractor's initial and updated schedule of values and advise City as to acceptability.

- **Shop Drawing Review.** Review drawings and other data submitted by the Contractor as required by the construction contract documents. Consultant's review shall be for general conformity to the construction contract documents and shall not relieve the Contractor of any contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Manufacturer's Operations and Maintenance (O&M) manuals received in Contractor submittals will be reviewed and passed on to the City.

- **Operation and Maintenance Data**. Collect and organize five (5) sets of operation and maintenance data provided by the Contractor. Each set will be placed in separate binders, the binders indexed, and a table of contents provided. Binders will be submitted to City.

- **Requests for Information, Change Orders, and Claims**
  - Requests for Information. Interpret construction contract documents when requested by City or the Contractor. Requests for clarification or information shall be in writing and copies of Consultant's response shall be distributed to City.
  - Change Orders. Review City or Contractor requests for project changes.
    - Review documentation
    - Prepare any additional documentation required
    - Administer the processing of change orders
    - Review applications for extension of construction time
    - Evaluate the cost and scheduling
    - Submit recommendations to City
    - Assist City in negotiations with Contractor to obtain a fair price for the work.
    - Act on claims of City and the Contractor relating to the acceptability of the work or the interpretation of the requirements of the construction contract documents.

- **Drawings Conformed to Construction Records.** Upon completion of the project Consultant will review the construction contract drawings to conform to the construction records. Contractor will maintain redlined drawing set of approved

changes. The final record drawings will be prepared by the Consultant in Computer Aided Design (CAD) with the information provided by the Contractor.

- **Contractor Pay Requests**. Review and process the Contractor's monthly payment requests, in accordance with sections 2.7.4 through 2.7.6 of the general conditions. The Consultant shall conduct an evaluation of the pay application from the Contractor, including a review of materials stored and installed. The Consultant will utilize relevant observations from planned site visits in the payment review process, a resident engineer will not be provided.

Subtask 1.2 Field Support Services

- **Preconstruction Conference.** Attend the preconstruction conference at a date and time selected by the City and at a facility provided by the City. Elements of the conference will include:
    - Agenda prepared by Consultant
    - Consultant prepare and distribute minutes
    - Discussion of Contractor's tentative schedules
    - Procedures for transmittal and review of Contractor's submittals
    - Special Inspections Program
    - Critical work sequencing
    - Change orders
    - Record documents
    - Contractor's responsibilities for safety and first aid

- **Construction Progress Review Meetings and Monthly Site Visit.** Participate in monthly progress construction meetings. Visit the construction site up to ten (10) instances to observe progress of the work, and consult with the City and the Contractor.

- **Punch List.** Upon substantial completion, inspect the construction work and prepare a punch list of those items to be completed or corrected before final completion of the project. Submit results of the inspection to the City and the Contractor. The substantial inspection will include Consultant's Engineering Manager.

- **Final Inspection.** Upon completion or correction of the items of work on the punch list, conduct a final inspection to determine if the work is completed. Provide written recommendations to City concerning final payment, including a list of items, if any, to be completed prior to making such payment. The substantial inspection will include Consultant's Engineering Manager.

Subtask 1.3 Miscellaneous Services

Plant Operations and Maintenance (O&M) manual chapters shall be developed for the process features associated with the Southwest Wastewater Treatment Plant Sodium Hypochlorite System Improvements project. For process features that were changed or modified through the referenced projects, updates to the existing plant O&M manual will be provided. New chapters and/or subsections to the existing plant O&M manual will be developed for the new process features that were or are being added through the referenced projects. The services that are to be provided for preparation of O&M manual chapters are described below:

1. The new O&M manual chapters will include the following information:
    a) Standard Operating Procedures (SOPs)
    b) Equipment Lists, for major process components
    c) General discussion of regulatory requirements that relate to each process

2. The new O&M manual chapters will be developed in PDF format. 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, startup and calibration reports, fabrication drawings, etc.

3. Consultant shall prepare final O&M chapters. Submission of the documents shall be in hard copy original 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.

Deliverables

- Pre-construction meeting documents (agenda, attendance list, meeting minutes).
- Monthly progress construction meetings documents (agenda, attendance list, meeting minutes).
- Monthly site visit reports
- Punch list
- Certificate of final completion
- Operations and Maintenance manuals as per Subtask 1.3
- Paperwork Closeout:
    1. Manufacturer's O&M Manuals
    2. The warranty information and instrument calibration certificates (if applicable) for each piece of equipment shall be included in each O&M
    3. Record Drawings, in PDF and CAD formats for this project. Minimum of 5 hard copies of Manufacturer's O&M Manuals and Record Drawings (three full size, two 11x17, CAD and PDF) are required.
    4. Spare parts list(s) and special tools list for items to be handed over

EXHIBIT "2"

PROJECT SCHEDULE

Task	**Task Duration (Weeks)**	**Task Completion Following Notice to Proceed (Weeks)**
Task 1	69	69

Authorized CITY Representative's Initials: _____ Authorized CONSULTANT's Initials: _____