PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA 26-008-HS

SAWGRASS WWTP DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS - PHASE 1 CONSTRUCTION MANAGEMENT SERVICES

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 DESIGN 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 2.9.1. 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
Patricia Carney, PE	Company Officer
Jennifer McMahon, PE	Technical Expert
Jean Paul Silva, PE	Technical Expert
Anthony Niemiec, Jr., PE	Supervising Professional
J. Patrick Bowles, PE	Supervising Professional
Kyle Ringger, PE	Professional
Casey Andersen, PE	Professional
Fabiana Gonzalez, EI	Assistant Professional
Carlton Ivery	Senior Inspector
Elisandro Escoto	Senior Designer
Teresa McNally	Senior Administrator

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 $289,265.00 exclusive of authorized Reimbursable Expenses ($290,265.00 inclusive of Reimbursable expenses, if authorized) 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:

Task 1 – Construction Administrative Services	$120,300.00	42%
Task 2 – Field Observation Services	$141,503.00	49%
Task 3 – Project Closeout Services	$27,462.00	9%
Total	$289,265.00	100%

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

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 Sub-Consultant's in the interest of the Project, as follows:

Not to exceed **$1,000** 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 **830 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 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

CONSULTANT

HAZEN AND SAWYER, P.C.

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

TITLE: Vice President

____ day of _____, 2026.

AUTHENTICATE:

_____
Senior Vice President

Robert B. Taylor, Jr., PE
Please type name

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "1"

SCOPE OF SERVICES

SAWGRASS WWTP DISSOLVED AIR FLOTATION THICKENING PROCESS IMPROVEMENTS - PHASE 1 CONSTRUCTION MANAGEMENT SERVICES

BACKGROUND

The biosolids treatment system at the City of Sunrise's ("City") Sawgrass Wastewater Treatment Plant (WWTP) uses a Dissolved Air Flotation Thickener (DAFT) facility. This process thickens Waste Activated Sludge (WAS), and the water separated from the WAS is sent back to secondary treatment for further processing. Thickened WAS is then pumped from the sludge holding tanks to the City's biosolids building for dewatering via centrifuges.

The DAFT facility features two parallel DAFT units. Each unit includes a pressure retention tank, a backpressure control valve, a recirculation pump, a flotation tank, and a longitudinal sludge skimmer. Additionally, the facility requires supporting equipment such as two polymer feed skids, three WAS feed pumps, four TWAS pumps, and two air compressors. For added reliability, there is also a standby recirculation pump.

DAFT Unit No. 1 was installed in 1987, and DAFT Unit No. 2 followed in 1996. The City has determined that the mechanical and process equipment in both units has reached the end of its service life and needs replacement. Furthermore, the steel canopy roof over the units is deteriorating and requires attention. Due to the current state of the DAFT system, the City will split the project into two phases:

Phase 1: Skimmer system, steel canopy cover, lighting, interior tank coatings/concrete repairs and associated appurtenances.

Phase 2: DAFT pumping facilities, piping, valves, electrical systems, instrumentation, control panels, and related components.

This project agreement covers construction management services for Phase 1 and provides for the following:

- Construction Administration Services
    - Assistance to Contractor for procuring agency permits and approvals
    - Office services to facilitate communication and coordination between project stakeholders
    - A preconstruction conference, including preparation of agenda and minutes
    - Monthly Construction progress review meetings with the Contractor to address schedule and coordination items, including preparation of agendas and minutes
    - Construction Administration efforts including submittal reviews such as shop drawings, operation and maintenance manuals, warrantees, and project samples

- Assistance with Requests for Information (RFIs) and contract interpretations and change management
- Review and approval of Payment Applications based on Engineer's observations of work completed

- Field Observation Activities
  - Consultant will perform limited time on-site observations of the work
  - Consultant will perform specialty inspections as well as special inspection services required by Florida Building Code (FBC).
  - Consultant will provide engineering assistance during commissioning of the work.
- Project Close Out Activities
  - Develop punch lists with assistance from City staff, including one walkthrough each to verify substantial and final completion
  - Certification of final construction to appropriate jurisdictional agencies
  - Assistance to Contractor to procure final approval from City of Sunrise Community Development Department (CDD) – Building Division
  - Preparation of Record Drawings

The Scope of Services to be provided by Consultant shall be as follows:

Task 1 – Construction Administration Services

1.01 Assistance to Contractor for Procuring Agency Permits and Approvals: Hazen and Sawyer, P.C. ("Consultant") shall provide assistance to the Contractor for procuring permits with CDD - Building. Consultant shall provide signed/sealed drawing revisions and submittals as required to obtain permits. Consultant shall also compile, stamp, and package the appropriate submittals in the approved format for CDD. Consultant shall respond to requests for additional information from CDD.

1.02 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 for Construction. The Consultant shall perform the duties, obligations and responsibilities of the Consultant as set forth in the Contract for Construction to be executed by and between the City and a General Contractor. The Consultant herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference.

1.03 Construction Meetings**:** Consultant shall conduct virtual preconstruction conference and in-person monthly progress meetings (unless otherwise noted) with the Construction Contractor and the City to review project status and identify issues that may affect the

project schedule. Consultant shall provide City with a written summary of each progress meeting which will be distributed electronically to the attendees, including updated versions of submittal and RFI logs. A summary of the meetings provided under this Contract is shown below:

- One (1) preconstruction kickoff meeting
- Twelve (12) construction progress meetings (virtual)

1.04 Approval of Requests for Payment**:** The Consultant and Consultant's Inspector will collectively review and agree upon the portion of the Work that has been sufficiently completed in accordance with the Contract Documents. Consultant shall process applications for payment and review accompanying data, confirm the amounts owed, and recommend approval of payments due the Contractor. It is understood that the Consultant recommendation of any payment requested in an application for payment constitutes a representation by the Consultant to the City, based on the on-site observations of construction in progress by the Consultant Inspector that construction has progressed to the point indicated and on the review of the application for payment and the accompanying data and schedules. In addition, it is understood that, to the best of the Consultant's knowledge, information and belief, the quality of construction is in substantial accordance with the Contract Documents; subject to an evaluation of construction upon substantial completion, to the results of any subsequent tests called for in the Contract Documents, and any qualifications stated in the recommendation; and that the Contractor is due the amount recommended. This activity includes review and recommendation of one (1) progress payment application per month and one (1) final payment application for a total of thirteen (13) applications.

1.05 Contract Interpretations and Clarifications**:** Consultant shall log requests for information and issue necessary technical interpretations and clarifications of the Construction Contract Documents in a timely manner. Non-technical administrative interpretations shall be provided by City. This activity includes a total of 10 requests for information to be reviewed and responded to by the Consultant.

1.06 Shop Drawings**:** Consultant shall log, track, review and process shop drawings, manufacturer operation and maintenance manuals, and any other submittals which the Construction Contractor is required to submit. The review shall be for conformance with the design intent and compliance with the information presented in the Construction Contract Documents. Consultant shall determine the acceptability of materials and equipment proposed by the Construction Contractor. This contract assumes the review of approximately fifty (50) shop drawing submittals inclusive of Operations & Maintenance ("O&M") manuals and potential resubmittals.

1.07 Change Orders**:** Consultant shall develop/issue requests for routine project cost and/or schedule changes from the Contractor. Changes may be the result of unforeseen conditions or interferences arising during routine progress of work or additional improvements requested by City after the project bid date and processed as Change Orders or Field Orders. Consultant shall evaluate the impact of the change request in terms of project cost and schedule. Consultant shall prepare a recommendation of the change request and if accepted, a statement noting that the requested cost/schedule impacts are fair and reasonable. Consultant's analysis of the change request shall be forwarded to City for processing. It is noted that Consultant's Scope of Services does not include claims analysis or litigation support.

EXHIBIT "1"

Task 2 - Field Observation Services

2.01 Inspection of the Work and Testing: The Consultant shall provide an inspector that will perform limited field observation services of the proposed Work on a basis not to exceed an average of (12) hours per week for 12 months of construction.

The Consultant's Inspector will perform the following duties and responsibilities:

- Attend a pre-construction conference, construction progress meeting and other job meetings, if necessary.
- Serve as the construction liaison, working primarily with the Contractor(s) superintendent(s) and plant staff.
- Advise the Construction Administrator of the construction progress.
- Assist in obtaining additional details or information when required at the job site.
- Conduct on-site observations of construction in progress (including specialized field tests) to assist in determining if construction is proceeding in substantial accordance with the Contract Documents.
- Inform the Contractor and Construction Administrator whenever the Inspector believes that construction is unsatisfactory, faulty or defective, does not conform to the Contract Documents or approved Shop Drawings, does not meet the requirements of any inspections, tests or approval required to be made, or has been damaged before final payment.
- Visually review suitability and method of storage of materials, equipment and supplies delivered to the construction site.
- Verify that operating and maintenance procedures are available to the City before equipment start-up and operator training is conducted by the Contractor.
- Prepare and submit inspection reports and project photographs to the City, recording hours on the job site, weather conditions, data pertaining to questions of extras or deductions, daily activities, decisions, observations in general and specific observations in more detail as in observing test procedures.

2.02 Specialty Inspections: Consultant shall undertake periodic specialty site inspection sufficient for all Engineers of Record to certify completion of the job for reach discipline and to address issues that occur in the normal course of construction.

2.03 Special Inspector Services: Consultant shall provide Special Inspector Services as outlined in the Broward County Administrate Code and the Florida Building Code. The Special Inspector shall provide these services for this project. Consultant shall prepare and submit the form "Special Building Inspector" as required by the City of Sunrise Building Department for this project as well as signed and sealed inspection reports as required. In addition, a Certificate of Compliance shall be submitted in accordance with Section 109.11.7 of the Florida Building Code at the conclusion of the project.

2.04 Engineering Assistance During Startup: Prior to substantial completion of the work, Consultant will assist the Contractor and City with startup and commissioning of the DAFT system and associated facilities.

The Consultant 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 Consultant shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The Consultant 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. The Consultant shall not approve any interruptions or modification of City's facilities without the approval of City

Task 3 – Project Closeout Services

3.01 Punch List**:** Upon receiving notice from the Contractor that the project is substantially complete, Consultant, in conjunction with appropriate City staff, shall develop a punch list of the project. The punch list shall include items needing completion or correction prior to consideration of final acceptance. Consultant shall develop the list with assistance from City. The list shall be forwarded to the Contractor by the Consultant. Upon notification from the Contractor that all remaining punch list items have been resolved, Consultant, in conjunction with appropriate City staff, shall perform a final review of the finished project.

3.02 Project Certifications**:** Based on successful completion of all outstanding work items by the Contractor, Consultant shall assist in closing out the construction contract by certifying final construction to jurisdictional agencies including the following:

- City of Sunrise Community Development Department – Building Division

3.03 Record Drawings**:** The Consultant shall review redlines furnished by the contractor and shall incorporate as-built information on record drawings and certify and submit to the City that said information is accurate and complete to the best of the Consultant's knowledge.

EXHIBIT "1"

KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any equipment associated with this project.
2. The Consultant shall not be responsible for the acts or omissions of the Contractor, any construction subcontractor or any other person (except Consultant's own employees, subconsultants or other agents) at the project site.
3. The Consultant shall not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident hereto.
4. Consultant shall issue all technical instructions to the Contractor and shall interpret all technical requirements of the Construction Contract Documents.
5. Fees for legal assistance are specifically excluded.
6. Notwithstanding the terms and conditions of the Project Agreement, the Consultants Responsibilities shall be solely as detailed in the Scope of Services.
7. The City will pay all permitting and certification fees required.
8. Consultant shall not be responsible for payment of any testing fees required by the Contract Documents.
9. Updates to the City's Sawgrass WWTP O&M Manual are not anticipated to be required, therefore not included.
10. Consultant's scope of services does not include claims analysis or litigation support.
11. An inspector will not be provided by the City. A Hazen inspector will support this project with an average of 12 inspection hours per week. A construction duration of 12 months is assumed.

EXHIBIT "1"

DELIVERABLES

Task	Task Description	Deliverable
1	**Services During Construction**	
	Assistance to Contractor for Procuring Agency Permits and Approvals	Submittals, Review Comments and Approvals
	Representation of the City	Serve as Liaison between City, CONTRACTOR and Agencies having jurisdiction over the project
	Construction Meetings	Agendas, meeting attendance and minutes, review of Schedules and Meeting Coordination Items
	Pay Requests	Review of Applications for Payment as compared to Schedule of Values
	Contract Interpretations and Clarifications	Prepare and Issue Interpretations and Clarifications to Contract Documents
	Shop Drawings	Coordination and Processing of Submittals
	Change Orders	Review, Advise and Process Change Orders
2	**Field Observation Services**	
	Part-Time On-Site Observations of Work	Observation reports by Consultant
	Specialty Inspections	Observations reports
	Special Inspector Services	Signed and Sealed form as required by the FBC
	Engineering Assistant During Startup	Coordination/Assistance with Startup Activities
3	**Project Closeout**	
	Punch List	Substantial and Final Completion walk throughs with Punch Lists
	Project Certifications	Close out Certifications with Agencies having jurisdiction
	Record Drawings	Certification of Record Drawings

EXHIBIT "2"

PROJECT SCHEDULE

Task	Task Description	Duration (Calendar Days)
1	Pre-Construction Services	180
2	Services During Construction and Field Observation Services	455*
3	Project Closeout	90*

*The services provided in this Agreement, by the Consultant will commensurate with the progress of construction, initiated at the time of the Notice of Award to the Contractor, and shall be completed within 90 days from the Contractor's receipt of Final Completion for this project. The 455 days listed above represent the expected duration of construction (365 days for Substantial Completion + 90 days for Final Completion = 455 calendar days), from the City's issuance of the notice to start construction activities to the contractor, plus an additional 90 calendar days for the Consultant to complete project closeout activities (545 calendar days).