

PROJECT AGREEMENT

Between

THE CITY OF SUNRISE

And

HAZEN AND SAWYER, P.C.

For

Project Agreement Number: PA-26-018-HS

SOUTHWEST WWTP DEEP INJECTION WELL 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 (Resolution 21-48), 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**

2.7 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: 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: (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
Gerrit Bulman, PG	Technical Expert
Michael Wengrenovich, PE	Technical Expert
Angela Giuliano, PG	Supervising Professional
Anthony Niemiec, Jr., PE	Supervising Professional
Jorge Valdes, PG	Senior Professional
Ryan Kleinkort, GIT	Inspector
Leah Jackson	Senior Inspector
Holly Eschenburg	Inspector
Christian Wensing, GIT	Inspector
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 **\$1,495,037** exclusive of authorized Reimbursable Expenses (\$1,515,037 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: Engineering Services During Construction	Lump Sum	\$527,281	35%
Task 2: Resident Observer Services	Time & Materials	\$881,613	59%
Task 3: Well Construction and Testing Final Report	Lump Sum	\$86,143	6%

- 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 **\$20,000** 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 **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]

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:

Felicia M. Bravo
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:

Vice President

Robert B. Taylor

Please type name

(CORPORATE SEAL)

WITNESSES:

EXHIBIT “1”

SCOPE OF SERVICES

Southwest WWTP Deep Injection Well Construction Management Services

BACKGROUND

The City of Sunrise (“City”) has requested the Hazen and Sawyer, P.C. (“Consultant”) to provide professional construction engineer of record (EOR) services during construction of one Underground Injection Control (UIC) Class I municipal injection well and one dual-zone monitoring well at the Southwest Wastewater Treatment Plant (SW WWTP). As part of this Project Agreement, Hazen and Sawyer, P.C. will provide oversight consistent with regulatory requirements established by Rule 62-528.440(5)(b), Florida Administrative Code (F.A.C.) for the construction and testing of a new UIC Class I injection well system.

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

TASK 1 – ENGINEERING SERVICES DURING CONSTRUCTION

Consultant will serve as the Engineer of Record (EOR) and Geologist of Record to assist the City in fulfilling the requirements established by the Florida Department of Environmental Protection (FDEP) UIC Construction and Testing Permit (No. 0443935-001-UC/1M) and Rule 62-528.440(5)(b), (F.A.C.) Consultant will provide services during construction for the construction and testing of one UIC Class I injection well and one dual-zone monitoring well. Services during construction will include:

1.1. Project Management

Management of engineering services during the construction period will include:

- Coordination and leading weekly progress meetings with the City and contractor.
- General correspondence with the City, construction contractor and subcontractors.
- Review of the construction contractor's applications for payment and recommend approval of payments due to the contractor.
- Review contractor's construction schedule submittal.

Consultant will manage and administer the Contract Documents on matters between the City and the selected contractor, including:

- Change orders,
- Field directives,
- Additional drawings issued subsequent to the execution of the Contract.
- Prepare and issue request for information (RFI), clarifications and interpretations of the Contract Documents to the drilling contractor.
- Contractor submittals will be reviewed for compliance with the Contract Documents.
- Perform site walk through and generate punch list.

These services during construction will run concurrently with the construction contract period, up to final completion.

Consultant will maintain files on Procore (or equivalent platform) for correspondence, contractor progress meetings, shop drawings, submittals, sample submission, and Contract Documents including all change orders, field orders, additional drawings issued

EXHIBIT “1”

subsequent to the execution of the contract, clarifications and interpretations of the Contract Documents, and other related project documents.

1.2. Regulatory Communication and Permit Compliance

Consultant will communicate and coordinate with FDEP directly during the injection well and monitoring well construction and testing phases. The City will be copied on all correspondences with FDEP.

As required by the FDEP UIC Construction and Testing Permit, Consultant will submit the following reports/requests to FDEP:

- Weekly Summary Reports including descriptions, status and results of construction and testing activities signed by a Professional Geologist.
- Casing Seat Requests signed by a Professional Geologist
- Notification during critical construction and testing activities,
- Mechanical Integrity Testing,
- Short-term injection test requests or occurrences for which the UIC Permit requires notifications within specific time frames.
- Notifications of non-compliance activities,
- Miscellaneous requests for FDEP UIC permit clarifications, variances, additives, or substitutions.

TASK 2 – RESIDENT OBSERVER SERVICES

During the construction and testing phase of the deep injection well and associated monitoring well, Consultant will provide a Resident Observer (RO) with technical background as a hydrogeologist, engineer, or field technician for daily onsite observation of construction and testing activities. Site observations will be recorded to determine if construction is proceeding in conformance of the Contract Documents and FDEP UIC Construction and Testing Permit conditions. On average over the course of the anticipated 10-month construction and testing period, the on-site services are anticipated to require 20-hours per day, 7 days per week (excluding Holidays and Contractor shut-downs). Thereafter, field observations will be made on an as-needed basis until substantial completion. Daily field records will include:

- Daily Log – Maintain digital daily reports recording hours on the job site, weather conditions, data pertaining to use of extra quantities or deductions, list of visiting officials and representatives of manufacturers, fabricators, suppliers and distributors, daily activities, decisions, observations in general and specific observations of specified sampling and testing procedures. Discussion summaries of technical issues or deviations from design specifications will be included in the daily log.
- Photographic Record – Provide a photographic record of the construction, beginning with pre-construction documentation and ending with post-construction photographs. Photographs shall be digital type taken to document the progress of the project and unusual or important construction events as deemed necessary.

During well construction and testing activities, the RO will document:

- Pilot hole drilling,
- Deviation surveys,
- Casing installation,

EXHIBIT “1”

- Grouting,
- Geophysical logging,
- Packer testing,
- Coring,
- Specific capacity testing,
- Well control status,
- Mechanical integrity testing,
- Short-term injection testing,
- Drilling and mechanical issues,
- Surficial aquifer pad monitoring wells installation and sampling,
- Ball valve installation and testing.

Injection well construction and testing requirements will be followed as outlined in the Contract Documents.

TASK 3 – WELL CONSTRUCTION AND TESTING FINAL REPORT

Following completion of the injection well system construction and testing, Consultant will prepare a Certification of Completion of construction and engineering final report summarizing the construction activities and results of testing, per UIC permit requirements stated in Rule 62-528.430. The final report will summarize the results of construction details and cement quantities, compile the geophysical logging, pressure test and mechanical integrity, geophysical logs, cores, injection tests, and other technical data collected during construction and testing.

Consultant will provide the following reports to the City:

- Draft Injection Well System Construction and Testing Report (90 days after Contractor's Final Completion for City review prior to FDEP submittal)
- Final Injection Well System Construction and Testing Report (submitted to FDEP within 30 days of receiving review comments from the City)
- Responses to Requests for Additional Information (RAIs)
- Engineer's Certificate of Completion for Construction of the Injection Well
- Record Drawings

KEY ASSUMPTIONS

1. City will provide staff as needed to access the site as well as open or operate any City-owned 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 Consultant's Responsibilities shall be solely as detailed in the Scope of Services.
7. Consultant shall not be responsible for payment of any testing fees required by the Contract Documents.

EXHIBIT "1"

8. Consultant's scope of services does not include claims analysis or litigation support.
9. City will enter into an agreement with a Florida licensed Water Well Contractor to construct the injection well system.
10. Consultant will be responsible for health and safety of their employees only.
11. Contractor shall be responsible for providing all materials and equipment necessary to complete all work, including all testing equipment.
12. Upon completion of the project, City will register the specific purpose survey provided by the Contractor with the clerk of county courts.
13. Consultant's scope of services does not include preparation of an Operation and Maintenance Manual, Request for Operational Testing or Application for FDEP UIC Operation Permit, all of which will be required following completion of the surface facilities and pump station.
14. All deliverables will be electronic.
15. No local minority business enterprise or local small business enterprise participation is included in this work effort.

DELIVERABLES

Task	Task Description	Deliverable
1	Engineering 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
	Weekly 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
	Regulatory Reporting	Weekly Summary Report, intermediate (26-inch) casing seat request, final (16-inch) casing seat request, intermediate (12 ³ / ₄ -inch) casing seat request in monitor well, final (6 ⁵ / ₈ -inch) casing seat request in monitor well, monitor zone selection, and short-term injection test, mechanical integrity testing, and notifications of non-compliance activities, miscellaneous requests for FDEP UIC permit clarifications, variances, additives, or substitutions.
2	Resident Observer Services	
	Field Services	Engineer's Daily Reports, Photographic Record

EXHIBIT “1”

Task	Task Description	Deliverable
3	Well Construction and Testing Final Report	
	Well Construction and Testing Report and regulatory documents	Draft Injection Well System Construction and Testing Report, Final Injection Well System Construction and Testing Report, Record Drawings, and Engineer's Certificate of Completion for Construction of the Injection Well

EXHIBIT “2”

PROJECT SCHEDULE

Estimated dates for services identified in Tasks 1 - 3 are summarized in the table below.

Task Description	Total Duration (Days)
Task 1 – Engineering Services During Construction	548 ¹
Task 2 – Resident Observer Services	304 ²
Task 3 – Well Construction and Testing Final Report	150 ³

¹ Through issuance of Final Completion

² Active construction and testing timeframe for the drilling of the injection well and monitoring well is anticipated to be 10 months.

³ Draft Well Construction and Testing Report 90 days after Contractor's Final Completion issued. Assumed 30-day City review period. Final Report submitted 30 days following receipt of City comments.