

CONTRACT NO. 2020-02
PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2

THIS CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES FOR NEIGHBORHOOD EXPANSION PHASE 2 (the "Contract") is made and entered by and between the CITY OF NORTH PORT, FLORIDA, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and GIFFELS-WEBSTER ENGINEERS, INC., a Florida Profit Corporation registered to conduct business in the State of Florida, with a local business address of 900 Pine Street, Suite 225, Englewood, FL 34223, hereinafter referred to as "Consultant."

NOW, THEREFORE, in consideration of their mutual agreements and promises hereinafter contained, the parties bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in this Contract and to the bid documents submitted in response to Request for Proposal No. 2020-02 ("RFP"), and do hereby further agree as follows:

1. CONSULTANT'S SERVICES

- A. Consultant agrees to diligently and timely perform services for the City relating to Professional Engineering Services as identified in the RFP and Consultant's proposal submitted **July 26, 2019**. The overall Scope of Services is described in **Exhibit "A"** with detailed tasks and associated fees provided in **Exhibit "B,"** both exhibits are attached hereto and incorporated as if set forth fully herein. These items are collectively referred to as the Project.
- B. The term of this Contract shall begin upon the last party executing it and shall continue through the completion of the Project. The commencement date of this Contract shall be upon Consultant's receipt of a written Notice to Proceed from the City's Purchasing office. The estimated completion date is **October 8, 2020 (Bidding and construction services completion date to be determined)**.

2. COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

A. COMPENSATION

- 1. Consultant shall receive **FIVE HUNDRED AND NINETY-SEVEN THOUSAND SIX HUNDRED AND TEN DOLLARS AND ZERO CENTS (\$597,610.00)** as compensation for its services. This compensation shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to perform the Project as outlined in this Contract.
- 2. The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis the City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City

Commission (nor shall such liability arise if a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation.

B. METHOD OF PAYMENT

1. The City shall pay Consultant through payment issued by the Finance Department in accordance with the Florida Local Government Prompt Payment Act, Florida Statutes Section 218.70, *et seq*, upon receipt of Consultant's invoice and written approval of same by the City's Administrative Agent indicating that services have been rendered in conformity with this Contract. Consultant shall submit an invoice for payment to the City for those specific tasks as described in the Scope of Services that were completed during that invoicing period.
2. For those specific services that were partially completed, progress payments shall be paid in proportion to the percentage of completed work on those specific services approved in writing by the City's Administrative Agent based on the percentage of the amount for those specific services.
3. Consultant's invoices shall be in a form satisfactory to the City of North Port Finance Department, who shall initiate disbursements.

3. INDEMNIFICATION

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONSULTANT MUST INDEMNIFY AND HOLD HARMLESS THE CITY, AND ITS OFFICERS AND EMPLOYEES, FROM LIABILITIES, DAMAGES, LOSSES, AND COSTS, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES, TO THE EXTENT CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR INTENTIONALLY WRONGFUL CONDUCT OF THE CONSULTANT AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONSULTANT IN THE PERFORMANCE OF THE CONTRACT. THE CONTRACT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.**
- B. THE CITY MUST PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONSULTANT MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY MUST PROMPTLY NOTIFY THE CONSULTANT IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS CONTRACT.**
- C. THIS AGREEMENT FOR INDEMNIFICATION SHALL SURVIVE TERMINATION OR COMPLETION OF THE CONTRACT. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS CONTRACT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONSULTANT'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED**

TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).

- D. NOTHING IN THIS CONTRACT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES SECTION 768.28. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS CONTRACT.**
- E. FURTHER, THE CONSULTANT SHALL FULLY INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF NORTH PORT, FLORIDA, FROM ANY SUITS, ACTIONS, DAMAGES, AND COSTS OF EVERY NAME AND DESCRIPTION, INCLUDING ATTORNEYS' FEES, ARISING FROM OR RELATING TO VIOLATION OR INFRINGEMENT OF A TRADEMARK, COPYRIGHT, PATENT, TRADE SECRET OR INTELLECTUAL PROPERTY RIGHT.**

4. CONSULTANT'S INSURANCE

A. INSURANCE:

- 1. Before performing any work, Consultant shall procure and maintain, during the life of this Contract, the insurance listed below, unless otherwise specified. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department of the State of Florida and meet a minimum financial AM Best and Company rating of no less than "Excellent." No changes are to be made to these specifications without the prior written approval of the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by this Contract upon agreement with Consultant.
- 2. The below insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of the performance of the work done under this Contract by the Consultant, its agents, representatives, employees, or subcontractors. Consultant is free to purchase such additional insurance as it may determine necessary.

- B. Workers' Compensation and Employers' Liability Insurance:** Coverage to apply for all employees at the statutory limits provided by state and federal laws. The policy must include Employers' Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract
- C. Comprehensive Commercial General Liability Insurance:** Coverage must apply to all employees at the statutory limits provided by state and federal laws. The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, a comprehensive commercial general liability policy, including but not limited to bodily injury, property damage, broad form contractual liability and Explosion, Collapse and Underground (XCU) coverage. The general aggregate limit must apply separately to this Contract or the general aggregate limit shall be twice the required occurrence limit.

The policy must include General Liability with a limit of \$1,000,000 for General Aggregate; \$1,000,000 for each occurrence; \$1,000,000 for Products and Completed Operations; and \$100,000 for Fire Damage. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract.

- D. Automobile Liability Insurance: The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, automobile liability insurance to include all owned, leased, hired, and non-owned vehicles. Automobile liability insurance must be written on a standard ISO form (CA 00 01) covering any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned (Code 9) autos.

The policy must include liability insurance with a limit of \$1,000,000 for Combined Single Limit (CSL) for each accident; \$1,000,000 per person for Bodily Injury; \$1,000,000 per accident for Bodily Injury; and \$1,000,000 per accident for Property Damage. Proof of such insurance must be filed by the Consultant with the City within ten (10) days after the execution of this Contract.

- E. Professional Liability Insurance: The Consultant must procure and maintain, and require all subcontractors to procure and maintain, during the life of this Contract, professional liability insurance with a minimum \$1,000,000 per occurrence; and with a \$1,000,000 policy term general aggregate. Coverage shall be extended beyond the policy year term either by a supplemental extended reporting period (ERP) with as great of duration as available, with no less coverage and reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made. The City prefers all professional liability insurance be written on an Occurrence Form; however, in the event that the professional liability insurance required by the Contract is written on a claims-made basis, Consultant warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained for a period of two (2) years or an extended reporting period (ERP) with tail coverage will be obtained and maintained for a period of two (2) years beginning at the time work under this Contract is completed.

- F. WAIVER OF SUBROGATION: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its officers, officials, employees, and volunteers, and the City's insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by Consultant for the City. It is Consultant's responsibility to notify its insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, Consultant, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which Consultant or its agents may be responsible.

- G. POLICY FORM:

1. All policies required by this Contract, with the exception of Professional Liability and Workers' Compensation, or unless Risk Management through the City's Purchasing Office gives specific approval, are to be written on an occurrence basis and the Comprehensive Commercial

General Liability shall name the City of North Port, its Commissioners, officers, agents, employees, and volunteers as additional insured as their interest may appear under this Contract. Claims Made Policies will be accepted for professional liability and hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, Consultant agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

2. Insurance requirements itemized in this Contract, and required of Consultant, shall be provided by or on behalf of all subconsultants to cover their operations performed under this Contract. Consultant shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subconsultants.
3. Each insurance policy required by this Contract shall:
 - a. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - b. Be endorsed to state that coverage shall not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. Consultant is to notify the City's Purchasing Office by written notice via certified mail, return receipt requested.
4. The City shall retain the right to review, at any time, coverage, form, and amount of insurance.
5. **The procuring of required policies of insurance shall not be construed to limit Consultant's liability nor to fulfill the indemnification provisions and requirements of this Contract. The extent of Consultant's liability for indemnity of the City shall not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between Consultant and its carrier.**
6. Consultant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Consultant's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Consultant is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
7. All certificates of insurance must be on file with and approved by the City before commencement of any work under this Contract. All certificates of insurance required herein must be accompanied by a copy of the additionally insured documents/endorsements (CG 20101185 or combination of CG 2010370704 and CG 20370704). Certificates of insurance evidencing Claims Made or Occurrences form coverage and conditions to this Contract, as well as the Contract number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to

commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates shall be received by the City's Purchasing Office before Consultant will be allowed to commence or continue work. The certificate of insurance issued by the underwriting department of the insurance carrier shall certify compliance with the insurance requirements provided herein.

8. Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under this Contract shall be provided to Consultant's insurer(s) and the City's Purchasing Office as soon as practicable after notice to the insured.

5. RESPONSIBILITY OF CONSULTANT

- A. Incorporation of Proposal Documents: The Request for Proposal No. 2020-02 ("RFP"), including attachments and addenda, and the Consultant's response to the RFP, are specifically made a part of this Contract and are incorporated as if set forth fully herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:
 1. This Contract (Contract No. 2020-02) Approved by Commission, and any attachments.
 2. The RFP, including any and all attachments and addenda.
 3. Consultant's response to the RFP.
 4. Specific direction from the City Manager.
- B. Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of Consultant under this Contract. Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.
- C. If Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- D. Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for Consultant), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award of this Agreement.
- E. Consultant shall perform its services in accordance with generally accepted industry standards and practices customarily utilized by competent consultant firms in effect at the time Consultant's services are rendered. Consultant covenants and agrees that it and its employees shall be bound by the standards of conduct in Florida Statutes Section 112.313, as it relates to work performed under this Contract. Consultant agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

- F. Consultant shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the work under this Contract.
 - G. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Contract which shall be available and accessible at Consultant's offices for inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of three (3) years after completion of the services.
- 6. PUBLIC RECORDS LAW:** In accordance with Florida Statutes Section 119.0701, Consultant shall comply with all public records laws, and shall specifically:
- A. Keep and maintain public records required by the City to perform the service.
 - 1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
 - 2. "Public records" means and includes those items specified in Florida Statutes Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Consultant's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, Project documents, meeting notes, e-mails and all other documentation generated during this Contract.
 - B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
 - C. Ensure that Project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and, if Consultant does not transfer the records to the City following completion of the Contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
 - D. Upon completion of the Contract, transfer, at no cost, to the City all public records in Consultant's possession or keep and maintain public records required by the City to perform the service. If Consultant transfers all public records to the City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon the completion of the Contract, Consultant shall meet all applicable requirements for retaining public records.

- E. **IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270;
E-MAIL: publicrecordsrequest@cityofnorthport.com.**

- F. Failure of Consultant to comply with these requirements shall be a material breach of this Contract. Further, Consultant may be subject to penalties under Florida Statutes Section 119.10.

7. OWNERSHIP AND USE OF DOCUMENTS

- A. It is understood and agreed that all the documents, or reproducible copies, developed by Consultant in connection with its services, including but not limited to reports, designs, specifications, and data, shall be delivered to, and shall become the property of the City as they are received by the City and when Consultant has been fully compensated as set forth herein. Consultant may keep copies of all work products for its records. Consultant hereby assigns all its copyright and other proprietary interests in the products of this Contract to the City. Specific written authority is required from the City's Administrative Agent for Consultant to use any of the work products of this Contract on any non-City project.
- B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

8. TIMELY PERFORMANCE OF CONSULTANT'S PERSONNEL: The timely performance and completion of the required services is vitally important to the interest of the City. Consultant shall assign a Project Manager, together with such other personnel as are necessary, to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Contract. Consultant's personnel assigned to perform the services of this Contract shall comply with the information presented in the professional services response proposal made a part hereof by reference. Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

- A. The services to be rendered by Consultant shall commence within one (1) calendar week of Consultant's receipt of written Notice to Proceed from the City.
- B. Consultant specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth, subject only to delays caused through no fault of Consultant or the City. Time is of the essence in the performance of this Contract.
- C. Consultant agrees to provide to the City's Administrative Agent with monthly written progress reports concerning the status of the work. The City's Administrative Agent may determine the

format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by Consultant.

- D. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by Consultant which delay the Project Schedule completion date, the City shall not unreasonably withhold the granting of an extension of the Project Schedule time limitation equal to the aforementioned delay. The Project Schedule is attached as **Exhibit "C,"** which is attached hereto and incorporated as if set forth fully herein.

9. OBLIGATIONS OF THE CITY

- A. The City's Administrative Agent is designated to serve as Project coordinator and to do all things necessary to properly administer the terms and conditions of this Contract. If necessary, the City may authorize a specific program manager to perform the responsibilities of the City's Administrative Agent. The City shall designate any specific program manager in the Notice to Proceed. The responsibility of the City's Administrative Agent shall include:
 - 1. Examination of all reports, sketches, drawings, estimates, proposals, and other documents presented by Consultant, and render in writing, decisions pertaining thereto within a reasonable time.
 - 2. Transmission of instructions, receipt of information, interpretation and definition of the City's policies and decisions with respect to design, materials, and other matters pertinent to the work covered by this Contract.
 - 3. Review for approval or rejection all Consultant's documents and payment requests.
- B. The City shall, upon request, furnish Consultant with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of this Project, all of which shall be and remain the property of the City and shall be returned to the City's Administrative Agent upon completion of the services to be performed by Consultant.
- C. The City's Administrative Agent shall conduct periodic reviews of the work of Consultant necessary for the completion of Consultant's services during the period of this Contract, and may make other City personnel available, where required and necessary to assist Consultant. The availability and necessity of said personnel to assist Consultant shall be determined solely within the discretion of the City. The City's technical obligations to this Project, if any, are stated in Specific Authorizations and Work Authorizations.
- D. The City shall not provide any services to Consultant in connection with any claim brought on behalf of or against Consultant.

10. TERMINATION

- A. TERMINATION WITH OR WITHOUT CAUSE: The performance of work under this Contract may be terminated with or without cause by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City's best interest. Any such termination shall be

effective by delivery to the Consultant of a written notice of termination at least thirty (30) calendar days before the date of termination, specifying the extent to which performance of the work under the Contract is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Consultant shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims. Consultant must deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. Upon delivery of the documents, the City shall pay the Consultant in full settlement of all claims by it hereunder as the work actually completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Consultant, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Consultant in accordance with the provisions of the Contract. Under no circumstances shall the City make any payment to Consultant for services that have not been performed or that are performed subsequent to the termination date.

- B. NON-APPROPRIATION: The parties acknowledge and agree that the obligations of the City to fulfill financial obligations of any kind pursuant to any and all provisions of this Contract, or any subsequent contract entered into pursuant to this Contract or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Contract; however, since funds are appropriated annually by the City Commission on a fiscal year basis, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no Commissioner, officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Contract shall not constitute an indebtedness of City nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the parties that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commission. In the event that funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Consultant prior to such termination.
- C. ABANDONMENT: In the event that Consultant abandons performance under this Contract, the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to Consultant indicating its intention to do so. The written notice shall state the evidence indicating Consultant's abandonment.
- D. Consultant may terminate this Contract only in the event of the City failing to pay Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

- E. The City Manager or designee reserves the right to terminate and cancel this Contract in the event Consultant is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for Consultant or an assignment is made for the benefit of creditors.
- F. **BREACH:** In the event Consultant breaches this Contract, the City must provide written notice of the breach and Consultant shall have ten (10) days from the date the notice is received to cure. If Consultant fails to cure within the ten (10) days, the City Manager or designee can immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and if necessary may demand the return of a portion or the entire amount previously paid to Consultant due to:
 - 1. The quality of a portion or all of Consultant's work not being in accordance with the requirements of this Contract;
 - 2. The quantity of Consultant's work not being as represented in Consultant's Payment Request, or otherwise;
 - 3. Consultant's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. Consultant's failure to use Contract funds, previously paid Consultant by the City, to pay Consultant's Project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City or its property;
 - 6. Loss caused by Consultant;
 - 7. Consultant's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above; or
 - 8. Violation of any local, state, or federal law in the performance of this Contract which will constitute a material breach of this Contract.
- G. In the event that the City makes written demand upon Consultant for amounts previously paid by the City as contemplated in this section, Consultant must promptly comply with such demand. The City's rights hereunder survive the term of this Contract and are not waived by final payment and/or acceptance.

11. INDEPENDENT CONTRACTOR: Consultant is and shall be, in the performance of all work services and activities under this Contract, an independent contractor and not an employee, agent or servant of the City. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees or agents of the City. Consultant does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Contract. Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any

contract, debt, obligation, judgment, lien or any form of indebtedness. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

12. ENTIRE AGREEMENT: This Contract incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Contract that are not contained in this document.

13. AMENDMENT: The City Manager or designee may agree to amendments that do not increase compensation to the Consultant. Only the City Commission can approve increases in compensation under this Contract. In the event the Consultant begins work on unauthorized changes to scope prior to receiving a signed Change Order by the City Manager or designee, the Consultant does so at its own expense and risk as unauthorized work shall not be paid for by the City. Except as otherwise provided herein, no modifications or amendments to this Contract shall be valid unless in writing and executed by the parties.

14. ASSIGNMENT: Consultant shall not assign any interest in this Contract and shall not transfer any interest in same (whether by assignment or novation) without prior written consent of the City Manager or designee, except that claims for the money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

15. WAIVER: No delay or failure to enforce any breach of this Contract by either City or Consultant shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver must not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach must not operate or be construed to operate as a waiver of any subsequent default or breach.

16. GOVERNING LAW, VENUE AND SEVERABILITY: The rights, obligations and remedies of the parties under this Contract shall be governed by the laws of the State of Florida and the exclusive venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Contract are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida. The invalidity, illegality, or unenforceability of any provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void.

17. BINDING EFFECT/COUNTERPARTS: By the signatures affixed hereto, the parties intend to be bound by the terms and conditions hereof. This Contract is binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

18. NO HIRE: Consultant shall not hire any City employee associated with this Project throughout the duration of the Contract and for a period of one (1) year after completion.

19. NOTICES: Any notice, invoice, report, demand, or other type of documentation required by this Contract shall be sent by certified mail, return receipt requested, or via a recognized national courier service in a manner that provides for written or electronic record of delivery, to the addresses listed below:

AS TO CONSULTANT:

Jonathan H. Cole, P.E.
President
Giffels-Webster Engineers, Inc.
900 Pine Street, Suite 225
Englewood, FL 34223
TEL: 941.475.7981
FAX: 941.474.4285
EMAIL: jcole@gwefl.com

AS TO CITY:

Michael Acosta, P.E.
Utilities Engineering Manager
City of North Port
6644 W. Price Boulevard
North Port, FL 34291
TEL 941.240.8013
FAX 941.240.8022
EMAIL: macosta@cityofnorthport.com

WITH COPIES OF NOTICES TO:

City Attorney's Office
4970 City Hall Boulevard
North Port, FL 34286
EMAIL: northportcityattorney@cityofnorthport.com

Notices are effective when received at the addresses specified above. Changes to the respective addresses which such notice is to be directed may be made from time to time by either party by written notice to the other party. Nothing in this Section shall be construed to restrict the transmission of routine communications between representatives of Consultant and City.

20. PARAGRAPH HEADINGS: Paragraph headings are for the convenience of the parties and for the reference purposes only and shall be given no legal effect.

21. ATTORNEYS' FEES: In any proceedings between the parties arising out of or related to this Contract, the prevailing party shall be reimbursed all costs, expenses and reasonable attorney fees through all proceedings (at both trial and appellate levels).

22. NON-DISCRIMINATION: The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family or religious status in administration of its programs, activities, or services. The Consultant shall not administer this Contract in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race,

color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

23. SCRUTINIZED COMPANIES

- A. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or less, the Consultant shall certify on a form provide by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000.00 or more, the Consultant shall certify on a form provided by the City, that all of the following are true:
 - 1. It is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - 2. It is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - 3. It is not engaged in business operations in Cuba or Syria.
- C. If the Consultant provides a false certification, has been placed on one of the above-noted Lists of Scrutinized Companies, or has engaged in business operations in Cuba or Syria, the Consultant will be in breach of this Contract and the City may terminate the Contract.
- D. PENALTY:
 - 1. A Consultant that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
 - 2. Shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Consultant submitted a false certification.

IN WITNESS WHEREOF, the parties have executed the agreement as of the date first above written.

GIFFELS-WEBSTER ENGINEERS, INC.

By: [Signature]
Name: Jonathan H. Cole, P.E.
Title: President

STATE OF Florida

COUNTY OF Charlotte

The foregoing instrument was acknowledged before me on September 16, 2019,
by Jonathan H. Cole, who is personally known to me or who produced
personally known as identification.

[Signature]
Notary Public



ATTEST

CITY OF NORTH PORT, FLORIDA

By: _____
Kathryn Wong, City Clerk

By: _____
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS

Date: _____

By: _____
Amber L. Slayton, City Attorney

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF WORK

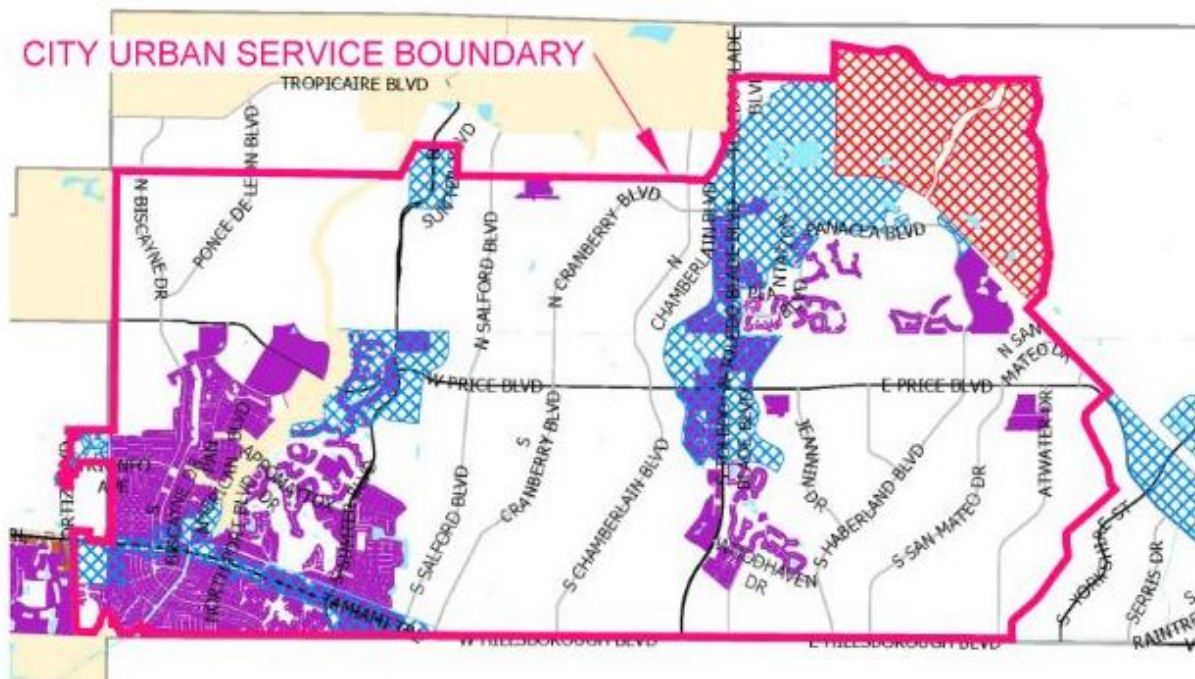
Giffels-Webster Engineers (GWE) (herein called CONSULTANT) shall provide specific tasks for the City of North Port Utility (NPU) Neighborhood Expansion Phase 2 Pilot Water & Wastewater Program, as outlined in the RFP. Any task not specifically outlined, as being the responsibility of GWE or its sub-consultants is not included in the CONSULTANT'S scope of work.

The following tasks outline the responsibilities of the CONSULTANT. The project is itemized into two primary phases and further itemized into specific tasks for each of the two primary phases.

PHASE 1

DEVELOPMENT OF WATER and WASTEWATER EXPANSION MASTER PLAN

The CONSULTANT will develop an overall mapping where future water and wastewater expansion is anticipated within the City Urban Service Area Boundary (USAB) in the next 20 years. This will be a planning level master map that indicates the existing primary transmission force mains, water mains and master pump stations, and the areas where water and wastewater expansion is anticipated within the Urban Service Area Boundary generally indicated below.



TASK 1 EVALUATION OF WASTEWATER COLLECTION TECHNOLOGIES

The CONSULTANT will prepare a technical memorandum and analysis of three wastewater collection system technologies, specifically Gravity, Vacuum and Low Pressure. This analysis will focus on the costs associated with installing a new Wastewater collection system into areas of the USAB (generally excluding activity centers, village, future annexations, large private tracts, planned community developments, agriculture, recreations/open space, conservation districts and other areas where wastewater service is not anticipated) within the City of North Port USAB.

The CONSULTANT will analyse the various technologies and recommend which type would be recommend for specific areas within the USAB in order to develop the best overall option for large-scale multiyear expansion program for NPU. Each of the three types of systems could be used in areas of the USAB depending on the specific constraints and limitations such as population density, isolation, adjacent infrastructure and other factors.

Task 1 Deliverables:

1. Technical Memorandum analysis of wastewater expansion evaluating the benefits and costs of gravity, vacuum and low pressure.

TASK 2 EXISTING WASTEWATER INFRASTRUCTURE MAPPING

NPU will supply the CONSULTANT with all available pertinent information for the development of the base map for Wastewater expansion. The CONSULTANT will further develop an overall mapping of the primary NPU wastewater infrastructure, using existing studies and mappings.

Existing political (city or private limits) physical (major roadways) and natural (canals) will be indicated to define the primary limits of major sewersheds and indicate natural constraints to future sewersheds.

Task 2 Deliverables:

1. An overall base mapping will be developed in AutoCAD format with the base wastewater information.

TASK 3 CONCEPTUAL MAP OF WASTEWATER AND WATER EXPANSION

Using the base mapping developed in Task 2, and the experience of the CONSULTANT relative to the various types of collection systems, an overall sewershed mapping will be developed. The CONSULTANT will provide a future wastewater basins mapping indicating the approximate boundaries of each future master pump station.

The CONSULTANT will utilize as much NPU wastewater infrastructure for expansion as reasonable for efficiency. Proposed force main extensions will be conceptually indicated and an overall phasing of construction offered.

In addition areas where water mains are to be installed as well as water main phasing that dovetails to the Wastewater expansion will be indicated.

The fundamental collection system will utilize the best technology results from Task 1 and focus on the expansion of existing lines where feasible. It is currently anticipated that Vacuum technology will be elected for the larger areas and the plan will indicate schematic locations of future vacuum stations, and where necessary limited small pockets of LPS in areas where vacuum or gravity extension is not deemed feasible.

Task 3 Deliverables:

1. An overall large scale (approx. 36" x 48") *wastewater* master plan mapping in color indicating future wastewater expansion areas.
2. An overall (approx. 36" x 48") *water expansion master* plan map in color indicating future water expansion areas.
3. Large scale PDF electronic of the two (water and wastewater) master plans.

TASK 4 PRELIMINARY COST ESTIMATES AND GENERAL SEQUENCING OF MASTER PLAN

A general sequencing of the expansion areas will be developed based on a logical sequencing of flows; transmission lines expansion as well as the anticipated CITY road paving plans.

The CONSULTANT will prepare global budget level estimates for Wastewater and water expansion for each sewershed area.

No plant expansions or upgrades are included in this sequencing.

Task 4 Deliverables:

1. A global budget cost estimate for each sewershed and water expansion area, estimated in 2020 dollars.

TASK 5 MEETINGS

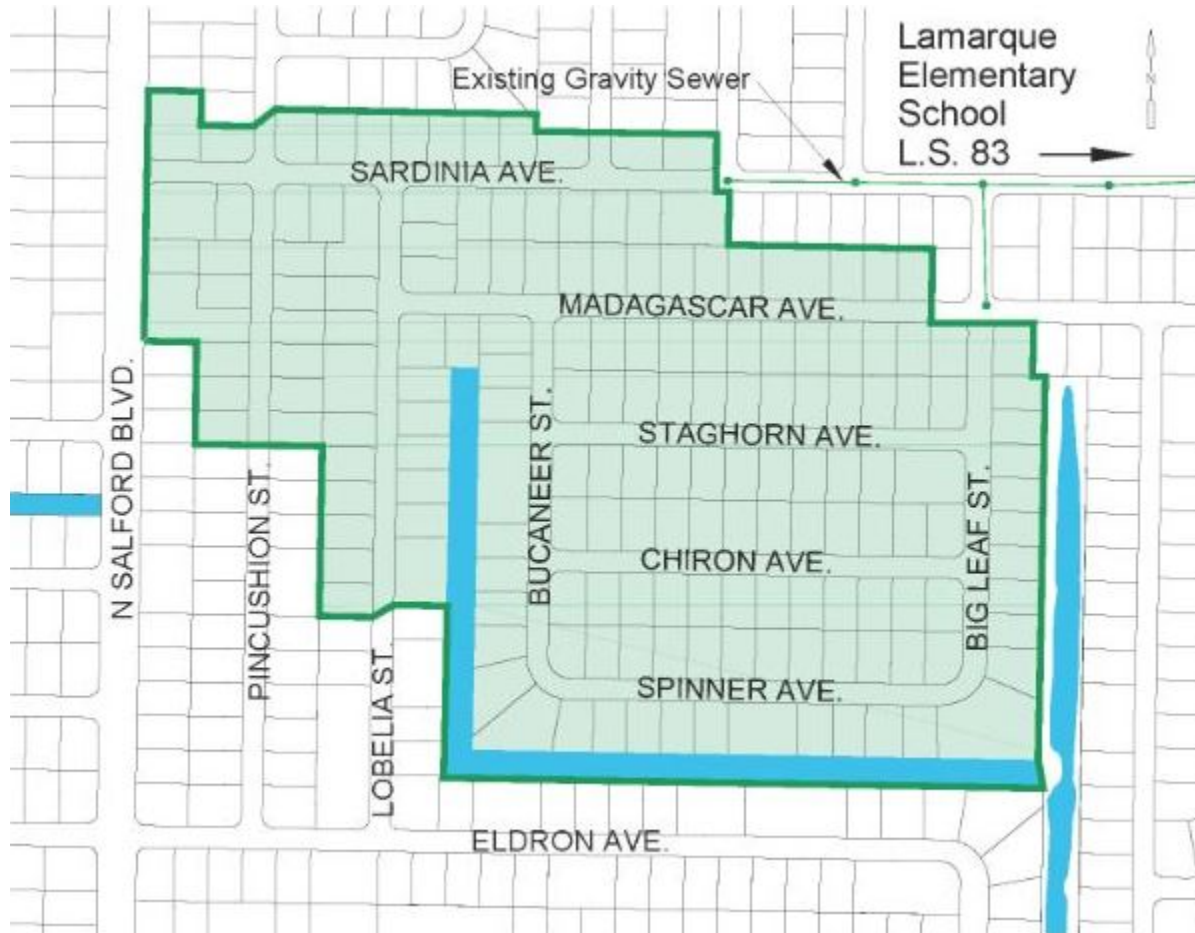
- a. Two (2) internal review meetings at the 60% and 90% master plan map development stages will be held with NPU staff.
- b. City Commission Meeting – The CONSULTANT attend and assist with staff presentation of the overall master Wastewater and water expansion plans to City Commission.

PHASE 2

PREPARATION OF FINAL DESIGN PLANS FOR THE MADAGASCAR PILOT AREA

Phase 2 is for the design of a new Wastewater and water main installation in the Madagascar Pilot area as generally outlined in the City of North Port RFP. The intent is prepare "shovel ready" plans and specifications that could be implemented in the event grant funds become available to

extend wastewater and water within the initial pilot boundary. The anticipated boundary is more specifically indicated below, and both the CONSULTANT and the NPU understands the limits of main line extension may vary somewhat, meaning that the total lots served may also vary slightly.



TASK 1 PROJECT MANAGEMENT

Upon receipt of written authorization, CONSULTANT will schedule a kickoff meeting with NPU. Throughout the contract, the CONSULTANT'S project manager will perform the following project management services:

- a. Develop and coordinate with team members the deliverable deadlines, and related components necessary to manage the proposed project.
- b. Oversee all aspects of CONSULTANT'S contract obligations.
- c. Coordinate schedules and roles with discipline leaders.
- d. Coordinate external services with sub-consultants.
- e. Coordinate quality assurance and quality control reviews.
- f. Hold internal team meetings to assist with scheduling and management.

- g. Hold meetings with NPU staff at the 60 and 90% design level.
- h. Update the project schedule and implement corrective measures to maintain the schedule.
- i. Coordinate permit submittals and checks for submittals.
- j. Maintain customer “hot line” for duration of design phase.

Task 1 Deliverables:

- 1. Updated Project Schedules.
- 2. Customer “hot line” report.

TASK 2 EVALUATION OF WASTEWATER COLLECTION TECHNOLOGIES

The CONSULTANT will prepare an *abbreviated* technical memorandum and analysis of the Madagascar pilot area. It is understood that there is an existing gravity main adjacent to the area as well as an existing gravity lift station #83 near the school. While it's *probable* that this area may be best served with a gravity main extension, it is not certain.

Accordingly, the CONSULTANT will review two wastewater collection system technologies, gravity Wastewater and vacuum. This analysis will focus on the costs associated with installing a new Wastewater collection system into the L.S. 83 sewershed and developing long term cost estimates that include installation, and operation and maintenance costs. The analysis will recommend the best overall option specifically for the Madagascar pilot area for NPU.

Task 2 Deliverables:

- 1. Abbreviated Technical Memorandum

TASK 3 LAND SURVEYING

The portion of North Port Neighborhood Expansion Phase 2 to be surveyed is approximately 1500 L.F. north to south, and 2700 L.F. in the east west direction. The total road length to be surveyed is approximately 11,350 L.F. .

1.0 Establish Horizontal and Vertical Control

- 1.1 Establish GPS coordinates for the project in NAD 83,1990 adjustment, Florida State Plane Coordinate System, Florida West Zone (0902).
- 1.2 Set project horizontal and vertical secondary control, up to 100 points. Secondary control will be used for topographic data collection and for future construction phase of the project.
- 1.3 The vertical datum for the project shall be NAVD 1988 and will be based on vertical benchmarks published by city, county, state or federal agencies.

- 1.4 Identify, and gather sufficient data to prepare a Boundary Survey of the West, south and eastern lines of the overall parcel, should that be required.

2.0 Basemap & Ownership Information

- 2.1 Prepare a basemap of the project area. The basemap will be based on the record plats adjacent to the project. The basemap will also depict any easements of record that are referenced on the County Clerk of the Courts, Condominium and Subdivision website. *Note: scope does not include any fees related to the review of and or the inclusion of any information that may be revealed in an Ownership and Encumbrance Report for the properties located within the project area.*
- 2.2 The basemap will depict the centerline alignments for each roadway, with stations at 100-foot intervals. Station starting points and directions will be determined in a pre-start meeting with the Client.
- 2.3 The basemap will depict all recovered perimeter PRM's and any found internal horizontal control points.
- 2.4 The basemap will depict Property Appraisers property identification number (PIN, if assigned) and the physical address for each property within the defined project limits.

3.0 Digital Mapping

- 3.1 Topographic data collection. Consultant shall locate horizontally and vertically, and depict all visible utilities and improvements within the R.O.W. Vertical accuracy of the data shall be 0.10' for natural ground, and 0.05' or less for hard surfaces. Data collection to include, but not limited to, utility poles, utility pole guy anchors, water line features (valves, meters, hydrants and blow off valves), Wastewater and drainage structures (rim, invert, pipe size and pipe material, with the next upstream or downstream structure when located outside the mapping corridor), street signage and lighting, mailboxes, roadways (paved and unpaved), transformers, utility pedestals, pull boxes, driveways, driveway culverts and headwalls, planter and landscaped area limits, and trees over 4" in diameter with size and species noted.
- 3.2 Full cross sections will be taken on 100 foot stations and where necessary to provide clear definition of ground profiles, road side swales or other storm water conveyance systems.
- 3.3 Readily identifiable and or owner marked septic tank locations will be located at the marker location or approximate center of the septic tank.
- 3.4 Obtain the finished floor elevation of the homes. This may be a shot on the doorsill, or the nearest approximation to the finished floor elevation.

4.0 Easement Sketches and Descriptions

- 4.1 Prepare legal descriptions and sketches of Temporary Construction Easements or Permanent Easements related to the above referenced project. Descriptions will depict the information contained in the Ownership and Encumbrance Report of the parent parcel when provided by the CITY for the preparation of the description.

Task 3 Deliverables:

1. Updated field survey (AutoCAD and PDF file)
2. Specific Purpose Control Survey
3. Easement sketches (3) total

TASK 4 WATER and WASTEWATER COLLECTION DESIGN SERVICES

The CONSULTANT shall provide the design that includes both water and wastewater collection plans to serve the pilot area.

Replacement and possible upsizing of the existing water main system *only where necessary* for fire flows will be designed by the CONSULTANT. Main sizing for this small pilot area may be based on a minimum 6" for looped systems that are tied in at each end to a larger sized main, and a minimum of 8" for dead end (cul-de-sac) systems, reducing at the last necessary fire hydrant. After the last fire hydrant tee the main line may be reduced to 6" for the balance of the cul-de-sac. Any sizing less than 6" will be justified with a hydraulic model or analysis.

Task 4.1 Design Meetings

The CONSULTANT will attend two design review meetings at the 60% and 90% level. The meetings will include the NPU project engineer, the CONSULTANT and other parties deemed necessary, to discuss design and permitting considerations throughout the design phase.

Task 4.1 Deliverables:

1. Abbreviated meeting minutes of review meetings.

Task 4.2 Design

The CONSULTANT shall furnish design services necessary to perform project design and prepare construction drawings and specifications for the water and wastewater system. Drawings shall be accurate, legible and complete in design. The CONSULTANT will provide design drawings that will include plan/profile view, details, and standards to construct the project.

Base Plans (30% complete)

Base plans will be developed from the field survey in plan/profile and in AutoCAD (.dwg) format by the CONSULTANT for the design plans. All existing information may be relied upon by the CONSULTANT for use in the design including topographic and existing planimetrics information. Street or speed limit signs, mailboxes, striping patterns and minor incidental items may not be indicated on the drawings.

There are no deliverables or submittal of the 30% base plans to NPU.

Task 4.3 Preliminary Drawings (60% Complete)

Design plans for the water and wastewater collection system with the area will be developed in standard plan profile format and code standards.

The drawings shall depict existing topographical features, existing and proposed right-of-way and easement lines, and shall contain the following:

- a. Drawings to be produced using AutoCAD®.
- b. Cover sheet, key sheet
- c. Single plan sheets and profile sheets (1"=20' horizontal scale)
(1" = 2' vertical scale) for the proposed mainline.
- d. Proposed additions to the existing rights-of-way and preliminary easements necessary, including preliminary parcel sketches.
- e. Existing utility locations per as-builts provided by the various utilities for underground facilities (if available), verified by soft dig location methods in required areas.
- f. Utility detail sheets

All known utility conflicts shall be identified on the plan sheets, and the CONSULTANT shall notify affected utilities in accordance with Task 5.0.

Task 4.3 Deliverables

1. Drawings at the 60% completion stage. The CONSULTANT shall submit one (1) half size and one electronic (PDF) sets of plans for review purposes.
2. Preliminary Engineers estimate of probable construction cost.
3. Preliminary technical specifications

Task 4.4 Onsite lateral connections

Detailed on site topography or specific design on each single-family lot is not included in this scope. Rather, three types of lateral connection details for a standard 80 x 125 foot lot will be developed; namely, a home with the septic tank in front, on the side and in the rear of the home. These typical layouts will indicate a standard 4" or 6" gravity connection and an approximate length of each lateral for estimating the cost. Using the septic tank information provided by the NPU, the CONSULTANT will quantify the number of each type of connection (front, side and rear) for estimating and bidding purposes.

The CONSULTANT will ground truth and spot check any homes that do not have their tanks located by NPU. The CONSULTANT will provide onsite field location services in an attempt to locate septic systems and connection points that are not indicated on the septic tank location forms or obtained from sources listed above. No excavation or disruption of the private property will be used and at most, a probe rod will be used to locating septic tanks. There is no guarantee that all tanks will be located. For the purposes of this scope, a maximum of 20 homes will be assumed to require field verification of septic tank location.

NPU will be responsible for all legal requirements for any construction on private properties.

Task 4.4 Deliverables:

1. Typical layouts for three types of connections.
2. Field location sketches of up to 20 septic tank locations.

3. Quantity of homes with tanks in front, side and rear.

Task 4.5 Lift Station 83 pump capacity verification

In the event that it is determined that the existing gravity system is the best option to expand in the pilot area the CONSULTANT shall provide estimates of flow at buildout of the pilot area and review the existing lift station pump capacity of L.S. 83 to determine if the pumps are sized for the additional flow. CONSULTANT shall provide the upsizing of the existing pumps and motor controls as necessary to accommodate the build out flows anticipated from the pilot area.

Task 4.5 Deliverables:

1. Flow estimates from the pilot area
2. Total flows anticipated at L.S. 83
3. Recommended pump upgrades (if necessary) at existing L.S.

Task 4.6 Detail Drawings and Specifications (90% Complete)

The drawings shall be updated based on the comments from the 60% plan submission as well as additional information for a final plan set.

The CONSULTANT, and all others needing to review, for compliance with the NPU'S procurement policies and practices, insurance requirements, and other regulations or requirements will review the draft bid documents (i.e. technical specifications).

All known utility conflicts shall be identified on the profile sheets, and the CONSULTANT shall notify affected utilities in accordance with Task 5.0.

Task 4.6 Deliverables:

1. Drawings at the 90% completion stage. The CONSULTANT shall submit one (1) half size sets of plans (11" x 17"), one (1) set of PDF electronic plans and specifications to the NPU.
2. Opinion of construction cost

Task 4.7 Final Drawings and Specifications (100% Complete)

After receipt of the 90% comments the final plans will be developed and sent to FDEP for both water and wastewater permitting and once permits are received, the final 100% plans will be assembled.

Task 4.7 Deliverables:

1. The CONSULTANT shall submit one (1) set of half size plans (11" X 17"), and PDF electronic copy of the plans and specifications. The drawings shall updated based on the comments from the 90% plan submission as well as additional information for a final plan set.
2. All final drawings shall be turned over to NPU in AutoCAD Civil 3D format 2010 or higher and shall be in compliance with NPU Minimum Drawing & Submittal Requirements.
3. Specifications at the 100% completion stages.
4. Engineer's opinion of probable costs at the 100% completion stages.

5. Engineers opinion of contractor construction time

TASK 5 UTILITY NOTIFICATION AND COORDINATION

The requirements of the various utility services shall be recognized and properly coordinated by the CONSULTANT during the project design. Utility adjustment plans will be designed by each utility and provided by the affected utility (gas, electrical, telephone, and cable television) on drawings provided to the utility by the CONSULTANT after the Base Plan Review Stage (60%).

Copies of all correspondence to and/or from all utilities shall be supplied by the CONSULTANT to the NPU. Work under this task shall include the following:

Task 5.1 Utility Notification

The CONSULTANT shall contact each utility, which may have facilities installed within the project corridor, and request the utility to submit drawings of existing and proposed facilities and submit their comments relative to the proposed project.

Task 5.2 Utility Coordination

The CONSULTANT shall send the existing NPU 60% drawings to each utility for their review, requesting them to return drawings showing additions or corrections to existing facilities and their proposed relocation design(s) where adjustments are necessary.

Task 5.3 Final Utilities Relocation Drawings

Utility adjustments provided by the utilities will be shown in the CONSULTANT'S detail drawings at the 90% submittal. If the CONSULTANT receives no response by 15 days after submission to the utilities, the CONSULTANT shall so notify the NPU. Unless a response is received within 30 days, it will be assumed they have no additions or corrections to the drawings.

TASK 6 SUBSURFACE SOILS INVESTIGATION

A maximum of 6 standard penetration tests (SPTs) will be conducted at strategic locations along the proposed collection system routes. Soil borings will be from 0' to 15' below ground surface. The CONSULTANT will deliver a soils report to the NPU.

The following summarizes the quantity of soil borings:

<u>DESCRIPTION</u>	<u>DEPTH</u>	<u>QUANTITY</u>
Collection Area	15'	6

Task 6 Deliverables:

1. Soils report for borings throughout the collection area.

TASK 7 PERMITTING ASSISTANCE

The CONSULTANT shall prepare permit applications for the NPU's signature along with all data and drawing submittals by the agencies requiring permit submittals. The NPU shall pay all required permit application fees.

Since all work is to be conducted in the NPU rights of way, no wetlands or special environmental concerns are anticipated. Accordingly, no ERP or USACOE permitting is included.

The following permits will be applied for:

1. FDEP Notification/Application For Constructing A Domestic Wastewater Collection/Transmission System
2. FDEP Notice of Intent to Use the General Permit for Construction of Water Main Extensions for PWSs

TASK 8 CONTRACT DOCUMENTS

When the appropriate permits have been received for the final drawings and permits and associated conditions have been approved by the NPU, final sets of bidding and contract documents will be prepared for the construction of the associated improvements. The NPU shall provide, in electronic format, the contract front-end documents to be included in the contract documents. The CONSULTANT will provide technical specifications, bid sheet and construction plans for inclusion into the NPU bid package.

Task 8 Deliverables:

1. Hard copies and PDF copies of 100% documents from CONSULTANT for bid incorporation.
2. Bid forms in both PDF and Excel format for bid package.
3. Pre-qualification documentation for any items developed by the CONSULTANT.
4. Opinion of Probable Construction Cost

TASK 9 BID PHASE SERVICES

The CONSULTANT shall provide limited assistance with bid phase services during the bid process and contractor selection process.

The CONSULTANT shall be responsible for the following specific tasks:

- a. Provide assistance with preparation of conformed specifications/contract documents.
- b. Attendance and participation at the pre-bid meeting.
- c. Respond to Requests for information
- d. The review of bid information and other contractor data as may be reasonably expected and recommend contract award.

TASK 10 CONSTRUCTION ADMINISTRATION AND INSPECTION

The CONSULTANT shall provide minimal construction administration support services, assisting NPU inspectors for the water & wastewater collection system throughout the anticipated 9 month construction time frame.

Tasks generally include advising the NPU and assisting with construction questions and assisting with resolving conflicts and construction complaints. The CONSULTANT will provide input on a part time basis for a 9 month time frame, assuming an average of 2 hours per day for CONSULTANT office staff. However, the NPU will be responsible for all inspection and direction. CONSULTANT shall be responsible for the following specific tasks:

- a. Offer field value engineering.
- b. Provide assistance with contract interpretations, and offer recommendations relative to contractor claims during the initial construction time frame.
- c. Provide *limited* spot field overview assistance and guidance to monitor and observe the general quantity of material installed and general compliance to the project specifications. Estimated time is 4 hours per week *in the field* in addition to the average 2 hour per day office time throughout a 9 month construction time frame.
- d. Operation of customer hotline, logging and reporting status of resolutions to the NPU.
- e. Review of shop drawings and submittals.
- f. Review and input relative to contractors requests for information(RFI's), change orders (C.O.) or product substitutions

FIELD OBSERVATION REPORTS

NPU will maintain daily field observation reports throughout the construction phase of the project, when present on the site. The records will display the location (horizontal and vertical as referenced on construction drawings), dates, times, weather conditions, unexpected events which result in work slowdowns or accelerations, accurate lengths and elevations of new and existing pipes and appurtenances within public properties.

The CONSULTANT shall not be responsible for:

- a. Design or surveying issues that were not under the control of the CONSULTANT, or design and surveying issues established prior to this contract agreement.
- b. Construction or contractor responsibilities.
- c. Construction staking or layout.
- d. On lot or lateral inspection on private properties.
- e. Directions relative to any aspect of the means, method, techniques or sequencing of construction.

- f. Issue direction as to Contractor safety precautions and programs in connection with the work.
- g. Shall not attest to the acceptability of work completed by Contractor on a daily basis.
- h. Pending issues outside the scope of work, such as drainage, sidewalk design and inspection, SCADA.
- i. Litigation or claim analysis, or expert witness services.
- j. Construction inspection
- k. Contractor pays requests, or verification of quantities.
- l. As-Built production (provided by contractors licensed surveyor)
- m. Financing support services.

FINAL CERTIFICATIONS

Upon completion, the contractor (or their surveyor) shall supply signed and sealed record drawings and documentation of the location of the primary components of the pipe network for the CONSULTANT'S use in certifying the system.

COMPLETION CERTIFICATIONS

The CONSULTANT will provide signed and sealed Record drawings based on the complete approved certified as-builts provided by the contractor's surveyor. Certification of substantial completion for of the project as required by permit will be provided by the CONSULTANT.

Task 10 Deliverables:

- 1. Completion certifications for both water and Wastewater to FDEP.
- 2. Signed and sealed Record Drawings based on as-builts provided by others.

TASK 11 SUPPLEMENTAL SERVICES

The NPU may authorize (in writing) the CONSULTANT to provide out-of-scope, supplemental services related to either phase 1 or phase 2 of this project using the Task 11 funds for the following:

- a. EDU counts or water flows to existing NPU customers.
- b. Direct costs of mailings, flyers or public relation programs.
- c. Field Septic tank locations above the 20 included in scope.
- d. All direct governmental or permit fees.
- e. Expert witness or testimony or any litigation or claim analysis.
- f. Hydrological data, laboratory testing, and environmental assessments.
- g. Direct securing of funds (loans/financing) is not included.

- h. Special or detailed septic location information of all services and locations.
- i. Easement acquisition or verification of ownership.
- j. Street and drainage enhancements as related to utility design.
- k. Sidewalk improvements as related to utility design.
- l. Increased service area outside boundaries of proposed project.
- m. Easement stakeout and on-site owner meetings.
- n. Related services as defined by the NPU.
- o. Assistance with the preparation of graphics for the NPU'S web page.
- p. Other work as directed.

COMPENSATION AND SCHEDULE

The NPU will compensate the CONSULTANT, based on the amounts listed on EXHIBIT B Compensation. Compensation for work authorizations under Task 11 is limited to \$15,000.

The schedule (EXHIBIT C) commences from the date of the Notice to Proceed/contract execution.

END OF EXHIBIT A

EXHIBIT B FEE SCHEDULE

EXHIBIT B COMPENSATION			
NEIGHBORHOOD EXPANSION PH. 2 - MADAGASCAR			
TASK	LUMP SUM SERVICES	FEE APPORTIONMENT	
PHASE 1 - DEVELOPMENT OF WATER & WASTEWATER MASTER EXPANSION PLAN			
1	EVALUATION OF WASTEWATER COLLECTION TECHNOLOGIES	LUMP SUM	\$ 33,160
2	EXISTING SEWER INFRASTRUCTURE MAPPING	LUMP SUM	\$ 57,030
3	CONCEPTUAL SCHEMATIC MAPPING OF SEWER SHEDS	LUMP SUM	\$ 165,270
4	PRELIMINARY COST ESTIMATES AND GENERAL SEQUENCING OF MASTER PLAN	LUMP SUM	\$ 64,290
5	MEETINGS	LUMP SUM	\$ 5,440
SUBTOTAL PHASE 1			\$ 325,190
PHASE 2 - FINAL DESIGN PLANS FOR THE MADAGASCAR PILOT AREA			
1	PROJECT MANAGEMENT	LUMP SUM	\$ 18,480
2	EVALUATION OF WASTEWATER COLLECTION TECHNOLOGIES	LUMP SUM	\$ 17,800
3	SUBTASKS 1, 2, & 3 - LAND SURVEYING	LUMP SUM	\$ 2,215
4	WATER AND WASTEWATER COLLECTION DESIGN SERVICES	LUMP SUM	\$ 129,545
5	UTILITY NOTIFICATION AND COORDINATION	LUMP SUM	\$ 6,500
6	SUBSURFACE SOILS INVESTIGATION	LUMP SUM	\$ 700
7	PERMITTING ASSISTANCE	LUMP SUM	\$ 3,930
8	CONTRACT DOCUMENTS	LUMP SUM	\$ 4,710
9	BID PHASE SERVICES	LUMP SUM	\$ 2,540
10	CONSTRUCTION ADMINISTRATION AND INSPECTION	LUMP SUM	\$ 42,900
11	SUPPLEMENTAL SERVICES	HOURLY	\$ 15,000
SUBTOTAL PHASE 2			\$ 244,320
SUBTOTAL PHASE 1 & 2			\$ 569,510
OUTSIDE SERVICES			
SURVEYING SERVICES		\$	22,500
GEOTECHNICAL SERVICES		\$	5,600
SUBTOTAL			\$ 28,100
TOTAL FEE			\$ 597,610

Giffels-Webster Engineering Back-up Information

Project: City of North Port Madrugada and Master plan
MANPOWER and COST ESTIMATE

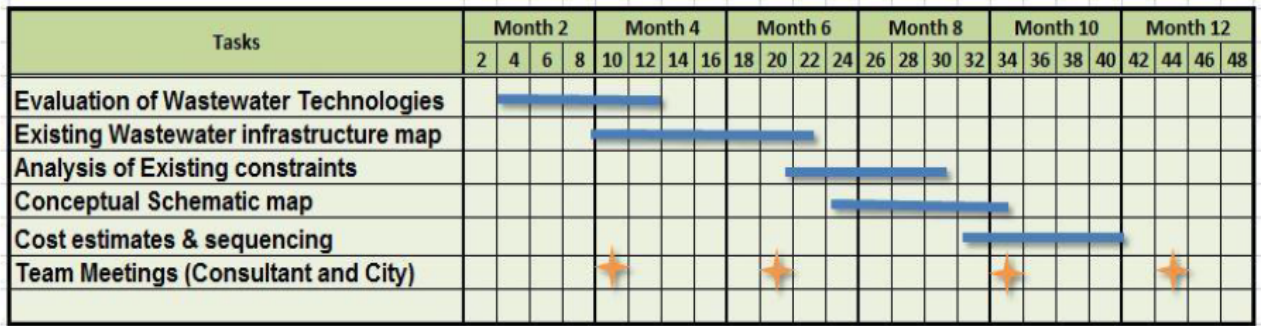
Task Name	Billing	Principal Engineer	Proj. Man. Sen. Eng.	Engineer designer	Design Tech	Const. Inspector	Clerical	Hours	Totals		GWE Total	Sub	Item Total	Task Total
									Labor	Expenses				
PHASE 1. DEVELOPMENT OF MASTER PLAN	Rate 2 - \$ 180.00	\$ 960.00	\$ 125.00	\$ 95.00	\$ 80.00									
Task 1 Evaluation of Wastewater Technologies														
Data Collection and analysis		4	8	12	96			40.0	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	
conceptual graphics - vacuum		1	2	12	36			31.0	\$ 3,500.00		\$ 3,500.00		\$ 3,500.00	
conceptual graphics - LPS		1	2	8	32			23.0	\$ 2,600.00		\$ 2,600.00		\$ 2,600.00	
conceptual graphics - gravity		1	2	6	8			17.0	\$ 2,000.00		\$ 2,000.00		\$ 2,000.00	
Take offs - vacuum		2	4	6	6			12.0	\$ 1,300.00		\$ 1,300.00		\$ 1,300.00	
Take offs - lps		2	4	6	6			12.0	\$ 1,300.00		\$ 1,300.00		\$ 1,300.00	
Take offs - gravity		2	4	6	6			12.0	\$ 1,300.00		\$ 1,300.00		\$ 1,300.00	
OSM analysis- vacuum		2	4					6.0	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	
o & m - lps		2	4					6.0	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	
o & m - gravity		2	4					6.0	\$ 1,000.00		\$ 1,000.00		\$ 1,000.00	
Present worth analysis vacuum		3	1					4.0	\$ 700.00		\$ 700.00		\$ 700.00	
Present worth analysis lps		3	1					4.0	\$ 700.00		\$ 700.00		\$ 700.00	
Present worth analysis gravity		3	1					4.0	\$ 700.00		\$ 700.00		\$ 700.00	
Draft Technical Memorandum		96	8					3.0	\$ 500.00		\$ 500.00		\$ 500.00	
Final Technical Memorandum		96	12					40.0	\$ 5,000.00		\$ 5,000.00		\$ 5,000.00	
Hour's Subtotal		63.0	96.0	90.0	70.0	0.0	32.0	44.0	\$ 5,700.00	\$ 0.00	\$ 5,700.00		\$ 5,700.00	
Task 2 Existing sewer infrastructure / constraints base map		\$9,540.00	\$9,800.00	\$9,250.00	\$9,650.00	\$0.00	\$1,920.00	26.0	\$ 33,100.00	\$ 0.00	\$ 33,100.00		\$ 33,900.00	\$33,100.00
Data Collection and research		2	8	24	30			64.0	\$ 7,400.00		\$ 7,400.00		\$ 7,400.00	
Existing sewer mapping		2	8	24	30			24.0	\$ 2,500.00		\$ 2,500.00		\$ 2,500.00	
Existing water mapping		2	8	24	30			24.0	\$ 2,500.00		\$ 2,500.00		\$ 2,500.00	
Existing transmission F.M. systems		2	8	24	30			34.0	\$ 4,100.00		\$ 4,100.00		\$ 4,100.00	
Development of prelin existing conditions		2	8	24	30			64.0	\$ 7,400.00		\$ 7,400.00		\$ 7,400.00	
Ident of constraints		4	8	24	30			32.0	\$ 4,000.00		\$ 4,000.00		\$ 4,000.00	
prelim base map		4	8	24	30			32.0	\$ 4,000.00		\$ 4,000.00		\$ 4,000.00	
low and low areas		4	8	24	30			72.0	\$ 8,300.00		\$ 8,300.00		\$ 8,300.00	
Final delivery conditions map		4	8	24	30			72.0	\$ 8,300.00		\$ 8,300.00		\$ 8,300.00	
Hour's Subtotal		22.0	96.0	116.0	204.0	0.0	0.0	45.0	\$ 5,700.00	\$ 0.00	\$ 5,700.00		\$ 5,700.00	\$57,030.00
Task 3 Conceptual Mapping of sewer, shade and water		\$3,900.00	\$9,960.00	\$21,300.00	\$22,850.00	\$0.00	\$0.00		\$57,030.00	\$ 0.00	\$ 57,030.00		\$ 57,030.00	\$57,030.00
Study lots and potential areas for solar/shade and water		8	16	24	30			74.0	\$ 8,900.00		\$ 8,900.00		\$ 8,900.00	
development of sewer shade		40	80	100	120			340.0	\$ 43,000.00		\$ 43,000.00		\$ 43,000.00	
development of water separation area		96	40	60	120			286.0	\$ 28,180.00		\$ 28,180.00		\$ 28,180.00	
paving road program review and integration		8	16	30	40			94.0	\$ 11,000.00		\$ 11,000.00		\$ 11,000.00	
draft preliminary concept maps (water/sewer)		8	24	30	40			92.0	\$ 12,500.00		\$ 12,500.00		\$ 12,500.00	
review revisions and adjustments		8	16	30	40			286.0	\$ 26,620.00		\$ 26,620.00		\$ 26,620.00	
Final wastewater map		8	16	30	40			94.0	\$ 11,500.00		\$ 11,500.00		\$ 11,500.00	
Final Water Expansion Map		4	8	20	30			62.0	\$ 7,300.00		\$ 7,300.00		\$ 7,300.00	
padding and delineation		4	8	20	30			16.0	\$ 1,800.00		\$ 1,800.00		\$ 1,800.00	
Hour's Subtotal		90.0	224.0	414.0	603.0	0.0	0.0	182.0	\$65,270.00	\$ 0.00	\$ 65,270.00		\$ 65,270.00	\$95,270.00
Task 4 Cost estimates and sequencing		\$19,440.00	\$36,840.00	\$59,750.00	\$57,700.00	\$0.00	\$480.00		\$95,270.00	\$ 0.00	\$ 95,270.00		\$ 105,270.00	\$95,270.00
Quantities and parcel		4	8		24			36.0	\$ 4,300.00		\$ 4,300.00		\$ 4,300.00	
Average sewer quantities per sewerline		8	12	24	40			64.0	\$ 10,100.00		\$ 10,100.00		\$ 10,900.00	
Average water quantities per waterline		4	10	12	40			66.0	\$ 7,500.00		\$ 7,500.00		\$ 7,600.00	
development of sewer costs per sewer line		96	40	60	120			366.0	\$ 21,300.00		\$ 21,300.00		\$ 21,200.00	
transmission costs		8	16	24	34			72.0	\$ 8,300.00		\$ 8,300.00		\$ 8,200.00	
Master plan sequencing		4	4	8	96			32.0	\$ 3,800.00		\$ 3,800.00		\$ 3,800.00	
summary report excel export		8	16	30	40			48.0	\$ 5,400.00		\$ 5,400.00		\$ 5,400.00	
Hour's Subtotal		25.0	136.0	138.0	204.0	0.0	0.0	254.0	\$ 64,500.00	\$ 0.00	\$ 64,500.00		\$ 64,500.00	\$64,500.00
Task 5 Project meetings		\$9,200.00	\$20,300.00	\$14,750.00	\$19,300.00	\$0.00	\$0.00		\$64,500.00	\$ 0.00	\$ 64,500.00		\$ 64,500.00	\$64,500.00
60% design meeting		4	4					2.0	\$ 1,900.00		\$ 1,900.00		\$ 1,900.00	
90% design meeting		4	4					2.0	\$ 1,900.00		\$ 1,900.00		\$ 1,900.00	
coordination meeting, distribution, drawings and utility plans		8	8					4.0	\$ 2,200.00		\$ 2,200.00		\$ 2,200.00	
Hour's Subtotal		16.0	96.0	0.0	0.0	0.0	0.0	8.0	\$ 5,440.00	\$ 0.00	\$ 5,440.00		\$ 5,440.00	\$5,440.00
sub total Phase 1									\$5,440.00	\$ 0.00	\$ 5,440.00		\$ 5,440.00	\$5,440.00
sub total Phase 1												Phase 1	subtotal	\$325,190.00

Giffels-Webster Engineering Back-up Information

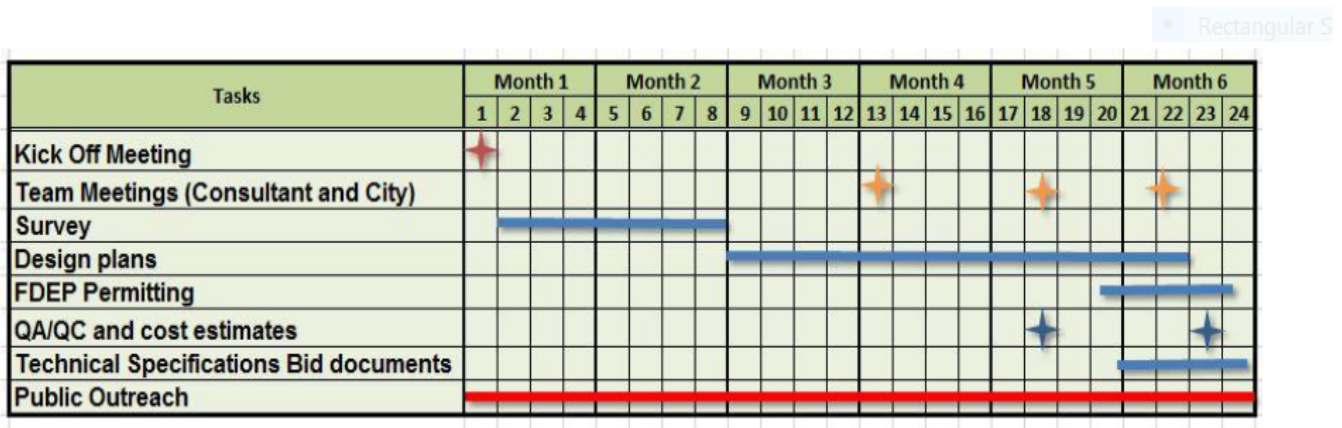
PHASE 2 - PREP OF FINAL DESIGN PLANS - MADRAS CAR PILOT PROJECT									
Task 1 - Project Management 6 month duration									
Contract coordination	4.0	8.0							
Stakeholder meetings	4.0	8.0							
Monthly Submittal	16.0	32.0							
Hourly Submittal	24.0	48.0	24.0						
Subtotal	\$4,320.00	\$7,680.00	\$2,200.00	\$0.00	\$1,200.00				
Task 2 - Evaluation of technologies - Abbreviated Tech memo									
Data Collection and analysis	1	2	4						
base conceptual plan and graphics	1	4	8						
conceptual graphics - vacuum	1	4	8						
conceptual graphics - gravity	1	4	8						
Take off - vacuum	1	2	4						
Take off - gravity	1	2	4						
Odor - vacuum	4	2	4						
0.8 m - gravity	2	2	4						
Present with analysis vacuum	4	2	4						
Present with analysis gravity	3	2	4						
Chief Technical Memorandum	92	34.0	68.0						
Hourly Submittal	31.0	62.0	124.0						
Subtotal	\$2,580.00	\$5,160.00	\$2,900.00	\$0.00	\$480.00				
TASK 3 - Land Survey									
Control Survey									
Design Survey coordination	1.0	2.0	4.0						
Equipment Procurement and location	2.0	4.0	8.0						
Survey - 100' section	0	0	0						
Survey - 200' section	0	0	0						
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -				
TASK 4 - Collection Design Services									
4.1 Design Meeting	8.0	8.0	8.0						
Hourly Submittal	8.0	8.0	8.0						
Subtotal	\$7,440.00	\$7,440.00	\$7,440.00						
SEWER COLLECTION PLANS									
30% Base Plan	1.0	4.0	8.0						
Profile	1.0	4.0	8.0						
40% Base Plan	1.0	4.0	8.0						
Profile	1.0	4.0	8.0						
60% Base Plan	2.0	8.0	16.0						
Profile	2.0	8.0	16.0						
Quality control checking	4.0	8.0	16.0						
Hourly Submittal	8.0	8.0	8.0						
Subtotal	\$7,440.00	\$7,440.00	\$7,440.00						
4.4 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.5 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.6 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.7 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.8 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.9 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.10 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.11 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.12 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.13 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.14 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.15 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.16 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.17 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.18 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.19 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.20 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.21 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
Field station	1.0	2.0	4.0						
Plotting on plan and site placement coordinator	2.0	4.0	8.0						
Hourly Submittal	2.0	4.0	8.0						
Subtotal	\$2,000.00	\$2,000.00	\$2,000.00						
4.22 Onsite Septic location/analysis									
Pre-site coordination	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						
100' section	1.0	2.0	4.0						

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EXHIBIT C PROJECT SCHEDULE



PHASE 1 DEVELOPMENT OF WASTEWATER MASTER EXPANSION PLAN



PHASE 2 PREPARATION OF FINAL DESIGN PLANS FOR THE MADAGASCAR PILOT AREA

END OF EXHIBIT C