

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made as of the ____ day of _____ in the year 2002, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and Erik L. Melear, P.E., whose address is 3310 Carla Avenue, Orlando, Florida 32806, (hereinafter referred to as the "PROFESSIONAL").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. Services. The PROFESSIONAL shall perform the following services: **SEE EXHIBIT "A"**. Nothing herein shall limit the CITY's right to obtain proposals or services from other professionals for similar projects.

2. Insurance. The PROFESSIONAL shall maintain Workman's Compensation insurance, as required by Florida law, for any and all employees of the PROFESSIONAL.

3. Indemnification. PROFESSIONAL agrees to indemnify the CITY from any claims, damages and costs arising out of claims by third parties for property damage and bodily injury, including, but not limited to, death, caused solely by the negligence or willful misconduct of PROFESSIONAL.

4. Codes, Laws, and Regulations. PROFESSIONAL will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

5. Permits, Licenses, and Fees. PROFESSIONAL will obtain and pay for all permits and licenses required by law that are associated with the PROFESSIONAL's performance of the Scope of Services.

6. Access to Records. PROFESSIONAL will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY upon request. Said records will be maintained for a period of three (3) years after the date of the invoice.

7. Contingent Fees Prohibited. The PROFESSIONAL warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the PROFESSIONAL, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROFESSIONAL, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability, and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

8. Payment. CITY shall compensate PROFESSIONAL for their services in the following manner: **SEE EXHIBIT "A"**. Invoices shall be sent to the CITY by the PROFESSIONAL as a task is completed or monthly. All invoices shall be paid by the CITY within forty-five (45) days of receipt.

9. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the PROFESSIONAL (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the PROFESSIONAL shall in no way be liable or legally responsible to anyone for the CITY's use of any such materials for another PROJECT, or following termination of this Agreement. All original documents shall be permanently kept

on file by the PROFESSIONAL for a minimum of three (3) years following approval of the CITY'S Pretreatment Program by the Approval Authority.

10. Independent Contractor. The PROFESSIONAL is an independent contractor and as such will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement.

11. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the successors and assigns of the parties hereto.

12. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the PROFESSIONAL and the CITY.

13. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

14. Term and Termination. All services to be rendered by the PROFESSIONAL within the Scope of Services attached as Exhibit "A" shall be completed in accordance with the schedule set forth in the Domestic Wastewater Facility Permit for the Canal Street Wastewater Treatment Plant as issued by the Florida Department of Environmental Protection (FDEP), or any extensions as granted by this regulatory agency. The term of this Agreement shall be for an initial term, up through and including one year. All or part of this Agreement may be terminated by the CITY for its convenience on fifteen (15) days written notice to the PROFESSIONAL. In such event, the PROFESSIONAL will be entitled to compensation for services competently performed up to the date of termination. In the event of termination not the fault of the PROFESSIONAL, the PROFESSIONAL shall be compensated for with Reimbursable Expenses then due and all Termination Expenses.

15. Contact Person. The primary contact person under this Agreement for the PROFESSIONAL shall be Erik L. Melear, P.E. The primary contact person under this Agreement for the CITY shall be Susanna Littell.

16. Approval of Professionals. The CITY reserves the right to approve the contact person and the persons actually performing the professional services on behalf of PROFESSIONAL pursuant to this Agreement. If the CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the professional services on behalf of PROFESSIONAL pursuant to this Agreement, the CITY may require the PROFESSIONAL to assign a different person or persons to be designated as the contact person or to perform the professional services hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates under each signature.

"PROFESSIONAL"

By: _____
Erik L. Melear, P.E.

Date: _____

“CITY”

By: _____
Mayor / Commissioner

Attest: _____
City Clerk

Date: _____

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT “A”

SCOPE OF SERVICES

I. BACKGROUND

The PROFESSIONAL shall assist the CITY with the Implementation of an Industrial Waste Pretreatment Program (the “Program”), which may result in significant reductions in the pollutants of concern that are contributed to the municipal wastewater system by nonresidential users by controlling them at the source. The Program can minimize the potential for pass through and inhibition or upset of the treatment processes.

The tasks set forth in this Scope of Services are necessary to develop the Program for submittal to the Florida Department of Environmental Protection (“FDEP”) for review and approval.

The PROFESSIONAL has conveyed to the CITY that the major elements set forth in this Scope of Services conform with the general requirements set forth in Chapter 62-625, Florida Administrative Code, by the Approval Authority, the Pretreatment Section of FDEP.

II. PROFESSIONAL’S REQUIRED TASKS

The PROFESSIONAL shall perform the following tasks related to the development and implementation of the Program and other related wastewater programs. Each task is accompanied by a description of the professional engineering services to be performed by the PROFESSIONAL and includes an estimate of the number of hours that are anticipated to complete such task.

A. Review Available Information and Monitoring Data

1. The PROFESSIONAL will meet with CITY staff to obtain and discuss monitoring data, current facility permits, effluent discharge and reclaimed water limits, and other documents related to the CITY’S wastewater system. The PROFESSIONAL will visit the various treatment plants and other appropriate wastewater facilities. This information will be reviewed to identify the constituents of concern and the criteria governing the determination of the local limits.
2. The PROFESSIONAL will spend approximately sixteen (16) hours performing this task.

B. Develop Comprehensive Seven Day Monitoring Event

1. The PROFESSIONAL shall review current monitoring protocols for the CITY to determine compliance with applicable regulatory requirements. Technical defensability of the local pollutant limits depends upon the integrity of the results from the comprehensive monitoring event, including the analytical detection limits and the sampling locations within the wastewater service areas.
2. The current monitoring protocols will be modified as appropriate to properly conduct the 7-

day comprehensive monitoring event as necessary for determination of the local pollutant limits. The PROFESSIONAL shall develop the overall plan for the seven-day comprehensive monitoring event and will provide assistance for securing the necessary sampling equipment, selection of monitoring locations, and overall coordination of the comprehensive monitoring event. The PROFESSIONAL shall discuss the comprehensive monitoring event with the CITY to select the sampling locations and to gain insights into the operation of the wastewater system.

3. The PROFESSIONAL will spend approximately fourteen (14) hours performing this task.

C. Plan of Study

1. A Plan of Study is required by FDEP for the determination of the technically defensible local pollutant limits. The PROFESSIONAL shall prepare a detailed Plan of Study for submittal to FDEP.
2. The PROFESSIONAL shall include in the Plan of Study a description of the 7-day comprehensive monitoring event, the constituents of concern (monitoring parameters), analytical detection limits, sampling locations, monitoring equipment and laboratory services. The Plan of Study will be submitted to FDEP for approval prior to commencement of the comprehensive monitoring event.
3. The PROFESSIONAL will spend approximately twenty-four (24) hours performing this task.

D. Industrial Waste Survey

1. The PROFESSIONAL shall perform an Industrial Waste Survey (“IWS”) to identify potential categorical and significant industrial users. The scope of the IWS includes the various wastewater service areas and contributing jurisdictions. Several sources of information and activities will be used by the PROFESSIONAL to compile the IWS, including websites, utility records, occupational licenses, drive-by surveys and telephone directories.
2. An information survey may be developed by the PROFESSIONAL for distribution by the CITY to potential users. Facility inspections may be required to confirm inclusion of a user in the survey and to assess the contribution of potential constituents of concern. The CITY will perform the facility inspections as necessary to complete the Industrial Waste Survey.
3. The PROFESSIONAL will spend approximately forty (40) hours performing this task.

E. Sewer Use Ordinance

1. The PROFESSIONAL shall review the CITY’S existing Sewer Use Ordinance for

compliance with FDEP requirements. The PROFESSIONAL shall prepare appropriate sections of the Sewer Use Ordinance to incorporate the necessary provisions for the Pretreatment Program and other related wastewater programs in compliance with mandates from EPA and FDEP.

2. The CITY shall review and approve the proposed Sewer Use Ordinance by various CITY Departments and Advisory Boards.
3. The PROFESSIONAL shall forward a draft of the proposed Sewer Use Ordinance to the CITY for legal review. The PROFESSIONAL shall respond to questions from the City Attorney, will address comments from the legal review, and shall, as necessary, prepare revisions and discuss them with the City Attorney and other CITY staff.
4. The CITY, after legal review and approval, shall submit the Ordinance to FDEP for review and preliminary approval.
5. The PROFESSIONAL will spend approximately eighty (80) hours performing this task.

F. Technically Based Local Pollutant Discharge Limits

1. The PROFESSIONAL shall calculate the technically defensible local pollutant limits using the FDEP Local Limit Determination System (LLIDS) computer model. The PROFESSIONAL shall perform a headworks analysis for each treatment plant.
2. The tasks involved with the development of the local pollutant limits are set forth in the following paragraphs. Several tasks below are required to establish the various inputs for the LLIDS computer models.
 - a. The PROFESSIONAL shall review the available monitoring data for completeness and to identify any deficiencies. The PROFESSIONAL shall establish the “background conditions” using the monitoring data from the residential lift stations.
 - b. The PROFESSIONAL shall review flows for the wastewater system and the treatment plants to estimate the total industrial and annual average daily flows for each service area.
 - b. The PROFESSIONAL shall review the facility permits and agreements for each treatment plant to establish the effluent, reuse and residuals limitations.
 - c. The PROFESSIONAL shall access and review the technical literature and various guidance manuals to establish “approved” inhibition values and treatment removal efficiencies.
 - d. The PROFESSIONAL shall, based on the available technical information and monitoring, recommend to the CITY whether additional sampling is necessary to

adequately develop the LLIDS computer models for the wastewater system.

- e. The PROFESSIONAL shall develop a LLIDS model for each wastewater service area to determine the technically based local pollutant limits.
- f. The PROFESSIONAL shall develop an approach to allow variances from the uniform concentration limits and shall design separate LLIDS models, if necessary, to calculate variances in the local pollutant limits under special circumstances.
- g. The PROFESSIONAL shall determine technically defensible uniform concentration local limits for the constituents of concern using the LLIDS computer models.
- h. The PROFESSIONAL shall submit the local pollutant limits to the CITY for review. The PROFESSIONAL shall discuss the review comments with the CITY and make the necessary adjustments prior to submitting the local limits to FDEP.
- i. The PROFESSIONAL shall recommend uniform concentration local limits for adoption by the CITY following receipt of preliminary approval from FDEP. The local pollutant limits will be embodied in the Sewer Use Ordinance for adoption by the City as part of the Pretreatment Program.
- j. The PROFESSIONAL will spend approximately eighty (80) hours performing this task.

G. Prepare a Report on Program Development

- 1. The PROFESSIONAL shall prepare a report on the development of the local pollutant limits in support of the Program submittal to FDEP. The purpose of the report is to document and demonstrate the technical defensibility of the proposed local pollutant limits.
- 2. The PROFESSIONAL shall submit a draft of this report to the CITY for review and shall incorporate the CITY's comments into the final report.
- 3. The PROFESSIONAL will spend approximately forty (40) hours performing this task.

H. Capacity Loading Analysis

- 1. The PROFESSIONAL shall perform a Capacity Loading Analysis to demonstrate the ability of the treatment facilities to handle potential slug discharges of compatible pollutants. The PROFESSIONAL shall perform the analysis pursuant to the guidelines set forth by FDEP for establishment of limits for compatible pollutants, such as CBOD and TSS, which may be used to supplement the local pollutant limits.

2. The PROFESSIONAL shall prepare and submit a draft report to the CITY for review and shall incorporate the CITY comments into the final report prior to submittal to FDEP in support of the proposed Pretreatment Program.
3. The PROFESSIONAL will spend approximately twenty four (24) hours performing this task.

I. Program Submittal Package

1. The package for submittal of the Program to FDEP generally consists of the Sewer Use Ordinance, program attorney certification statement, report on determination of the local pollutant limits, checklists and the capacity loading analysis for the compatible pollutants. The checklists are required as an integral part of FDEP's review of the program submittal.
2. The PROFESSIONAL shall prepare a draft of the Attorney's Program Certification Statement, the FDEP checklists, and other requisite items for submittal of the Pretreatment Program to FDEP.
3. The PROFESSIONAL will spend approximately twenty four (24) hours performing this task.

J. Responses to FDEP Requests for Additional Information

1. The PROFESSIONAL shall review comments and Requests for Additional Information from FDEP on the various submittals for approval of the Pretreatment Program.
2. The PROFESSIONAL shall prepare a response to two (2) Requests for Additional Information or sets of review comments on the various submittals to the Approval Authority (FDEP) for approval of the Pretreatment Program.
3. The PROFESSIONAL will spend approximately eight (8) hours performing this task.
4. If the CITY requests, in writing, that the PROFESSIONAL provide additional assistance with other responses to correspondence from FDEP, then PROFESSIONAL shall prepare such responses and shall be compensated for such additional responses as "Additional Services" pursuant to the terms contained herein.

K. Presentations

1. The CITY has not determined the exact number and extent of the presentations related to the Program at this time. However, the CITY has requested assistance from the PROFESSIONAL with the presentations, including preparation of handouts and visual aids, during the public participation process for development and adoption of the Pretreatment Program.

2. The PROFESSIONAL shall prepare one (1) presentation for the public workshops on development of the Pretreatment Program in accordance with the regulatory requirements for public participation during the process. The PROFESSIONAL shall participate in one (1) public workshop and one (1) public hearing before the City Commission as part of the adoption process for the Sewer Use Ordinance.
3. The PROFESSIONAL shall prepare one (1) general overall presentation on the Program and the related wastewater programs for the various City of Leesburg Advisory Boards and Departments that may be involved in the adoption process.
4. The PROFESSIONAL will spend approximately sixteen (16) hours on that portion of this task described in Section K(2) above and approximately four (4) hours on that portion of this task described in Section K(3) above.
5. If the CITY requests, in writing, that the PROFESSIONAL prepare or perform additional presentations, then PROFESSIONAL shall prepare and perform such presentations and shall be compensated for such additional presentations as “Additional Services” pursuant to the terms contained herein.

L. Enforcement Response Plan

1. The primary implementation mechanism for the Pretreatment Program is the Enforcement Response Plan. Such a document is required by FDEP as part of the overall program development.
2. The PROFESSIONAL shall prepare the Enforcement Response Plan with the requisite elements and submit a draft document to the CITY for review. The PROFESSIONAL shall address the CITY’S comments and modify the Plan as necessary prior to submittal to FDEP.
3. The PROFESSIONAL will spend approximately twenty four (24) hours performing this task.

M. Pretreatment Program Application and Permit

1. FDEP prefers a template is used for the permit application and the pretreatment discharge permit. This method of permit development yields a combination of comprehensive information on the potential significant industrial user (SIU) and provides consistency during the issuance process.
2. The PROFESSIONAL shall prepare a template for both the permit application and the pretreatment discharge permit for the SIUs and shall submit the templates for both the application and the permit to the CITY for review. The PROFESSIONAL shall address the

CITY'S comments prior to submittal to FDEP for approval.

3. The PROFESSIONAL will spend approximately sixteen (16) hours performing this task.

N. Oil & Grease Management Program

1. The U.S. Environmental Protection Agency (EPA) has mandated the elimination of overflows from sanitary sewer systems. The primary cause of overflows from the municipal collection is the discharge of oil and grease from food preparation facilities, such as restaurants, caterers and hotels. Contributions of petroleum based oils and greases from the vehicle maintenance industry create several hazards in the wastewater collection system for the CITY, including blockages, and fire, explosion and safety concerns.
2. The PROFESSIONAL shall develop an Oil & Grease Management Program for the CITY in compliance with the mandate from EPA and FDEP concerning sanitary sewer system overflows (SSSO). The PROFESSIONAL shall prepare the forms necessary for implementation of the program.
3. The PROFESSIONAL will meet with the CITY to discuss the program and solicit comments. The PROFESSIONAL shall respond to the CITY'S review comments and make the necessary revisions to the program and the forms.
4. The Implementation Plan for the Oil & Grease Management Program is composed of several key components, including user surveys of the wastewater service areas and the standard operating procedures (SOPs).
5. The PROFESSIONAL shall conduct the preliminary surveys necessary to identify users for the Oil & Grease Management Program.
6. The PROFESSIONAL shall prepare a draft of the Manual of Standard Operating Procedures for use by the CITY to implement and enforce the provisions of the Oil & Grease Management Program in an equitable and consistent manner. The Manual of Standard Operating Procedures also provides a basis for training staff to implement the Oil & Grease Management Program.
7. The PROFESSIONAL will spend approximately forty (40) hours performing this task.
8. Only a draft of the Manual of Standard Operating Procedures can be produced until implementation of the Oil & Grease Management Program is underway. If the CITY requests, in writing, that the PROFESSIONAL revise and finalize the Manual of Standard Operating Procedures or to train staff, then the PROFESSIONAL shall discuss the proposed revisions with the CITY and modify the Manual of Standard Operating Procedures. As part of the implementation process, if the CITY requests, in writing, that the PROFESSIONAL train CITY staff or prepare and conduct public education workshops, then the PROFESSIONAL shall perform the designated tasks as directed. The PROFESSIONAL

shall be compensated for such additional tasks as “Additional Services” pursuant to the terms contained herein.

O. Miscellaneous

1. The CITY is required by FDEP to adopt a Sewer Use Ordinance with adequate legal authority to implement and enforce the provisions of the Program. The PROFESSIONAL shall calculate the local pollutant limits using the results of the comprehensive monitoring program and other related plant data in accordance with Chapter 62-625, F.A.C. and FDEP guidelines.
2. The Approval Authority (FDEP) requires the CITY to demonstrate that the proposed local pollutant limits are adequate to protect the publicly owned wastewater system and have a rational, technically defensible basis. That is, the calculations and set-up for the LLIDS model are in compliance with the guidelines that have been established by the regulatory agencies to demonstrate the integrity of the local limits.
3. The final report on the development of the local pollutant limits also will serve as the primary supporting document for submittal of the Pretreatment Program to FDEP. The PROFESSIONAL shall outline the protocols for development of the local limits, their technical defensibility and their adequacy to protect the CITY’S wastewater system in the final report, which will accompany the submittal of the Pretreatment Program to FDEP.
4. The most effective method of implementation of the Oil & Grease Management Program is voluntary participation, which is encouraged and reinforced through public education, such as workshops and individual facility visits. The Implementation Plan becomes essential for the successful start-up and operation of the Pretreatment Program and other related wastewater programs, such as the Oil & Grease Management Program. The Manual of Standard Operating Procedures also serves as the basis for resolution of concerns by the public.
5. The approval process followed by FDEP for approval of the major modifications to the Pretreatment Program continues to change and mature over time. The process may take-up to one year to conclude following submittal of the Pretreatment Program for approval. The Parties understand and agree that additional analyses may be necessary in order to respond to the *Requests for Additional Information* from the Approval Authority (FDEP Pretreatment Section).

III. PROFESSIONAL’S RELIANCE ON CITY-SUPPLIED DATA

The PROFESSIONAL is entitled to rely upon the facility and system descriptions, flow summaries, monitoring data, laboratory reports, list of occupational licenses and other related information as provided by the CITY to be complete and accurate without verification or independent review. The CITY is not asking

the PROFESSIONAL to assume the responsibility for ensuring the accuracy of any such CITY supplied information. The CITY shall assume the responsibility for the information and data provided by third parties on behalf of, or at the request of, the CITY.

IV. DELIVERABLES

The PROFESSIONAL, as a part of the work contemplated by this Agreement, shall provide the CITY with the following Deliverables for the tasks as set forth above:

- A.** Plan of Study,
- B.** Industrial Waste Survey,
- C.** List of Constituents of Concern,
- D.** Plan for the Comprehensive Monitoring Program,
- E.** Technically defensible local pollutant limits,
- F.** Capacity loading analysis for conventional pollutants,
- G.** Draft and final report on the determination of the local pollutant limits,
- H.** FDEP program submittal checklists,
- I.** Sewer Use Ordinance containing the legal authority for the Pretreatment Program and other related wastewater programs,
- J.** Program attorney's certification statement,
- K.** Responses to two Request for Additional Information from FDEP,
- L.** One (1) presentation for the workshop on the Pretreatment Program,
- M.** Submittal package for FDEP on the Pretreatment Program, including the various LLIDS models, local limit calculations and Sewer Use Ordinance,
- N.** Enforcement Response Plan,
- O.** Template for the Industrial User (SIU) Pretreatment Program Application,
- P.** Template for the Industrial User Pretreatment Discharge Permit,
- Q.** Implementation Plan for the Oil & Grease Management Program,
- R.** Draft of the Standard Operating Policy and Procedures Manual for the OGMP, and
- S.** The various forms, notices and certificates for the Oil & Grease Management Program.

Additional tasks may be identified as Scope of Services are performed by the PROFESSIONAL. If the CITY requests, in writing, that the PROFESSIONAL provide additional deliverables beyond those described above for the Scope of Work set forth herein, then the PROFESSIONAL shall provide such deliverables and shall be compensated for providing such deliverables as “Additional Services” pursuant to the terms contained herein.

The deliverables for any additional assignments shall be delineated by the CITY at the time of said assignment(s) and following determination of the tasks related to the additional scope of work.

V. CITY PROVIDED SERVICES

The CITY will provide certain services, information and data to the PROFESSIONAL for development of the Sewer Use Ordinance, Industrial Waste Survey and the local pollutant limits as part of the Scope of Work described herein for this Agreement. These services and information include:

- A.** Facility descriptions,
- B.** Domestic wastewater facility application and permits,
- C.** Map of the wastewater service areas,
- D.** History of plant upsets and system problems,
- E.** Pertinent correspondence from FDEP,
- F.** Description of current wastewater programs,
- G.** Monitoring data for the treatment plants and the wastewater system,
- H.** Quarterly residuals analysis reports,
- I.** Available performance data for the individual treatment processes,
- J.** Monitoring data for individual nonresidential users,
- K.** Laboratory services,
- L.** Conduct additional monitoring, as necessary, for the evaluation of local pollutant limits,
- M.** Conduct facility visits of nonresidential users, as necessary, to verify inclusion in the Industrial Waste Survey,
- N.** Current Sewer Use Ordinance,
- O.** Interlocal agreements as applicable, and
- P.** Review submittals from the Engineer and correspondence from FDEP.

The Parties understand and agree that the CITY may need to provide additional items or information beyond

those listed above and that additional materials may be identified as the work proceeds within the Scope of Work set forth herein. The PROFESSIONAL may therefore request additional items or services from the CITY to complete a task in a timely manner.

The City shall endeavor to provide the information and services described above, or requested at a later date, in a timely manner. The CITY shall also endeavor to conduct their reviews and to return any comments or questions in a timely manner to facilitate the efforts of the PROFESSIONAL and the submittals to FDEP.

VI. COMPENSATION

- A.** The CITY shall compensate the PROFESSIONAL for the professional services rendered to complete the Scope of Work set forth herein as part of this Agreement on an hourly basis at the rate of forty-seven dollars (\$47.00) per hour, provided that the CITY shall not be obligated to compensate PROFESSIONAL, and the PROFESSIONAL shall not invoice the CITY, more than a total of twenty one thousand, one hundred and fifty dollars (\$21,150.00) for any and all of the services rendered and materials provided to the CITY pursuant to this Agreement, unless the Parties agree to and enter into a Written Amendment to this Agreement.
- B.** The CITY shall also reimburse PROFESSIONAL for expenses incurred in performing the services contemplated by this Agreement, including mileage at a rate of thirty five cents (\$0.35) per mile and the direct costs for telephone calls, facsimiles, postage, computer print-outs, photocopies, and data or information acquisition from outside sources, provided that The CITY shall not be obligated to reimburse PROFESSIONAL, and the PROFESSIONAL shall not invoice the CITY, more than a total of eight hundred and twenty five dollars (\$825.00) for any and all expenses incurred by PROFESSIONAL pursuant to this Agreement, unless the Parties agree to and enter into a Written Amendment to this Agreement.
- C.** If the CITY requires that PROFESSIONAL perform any Additional Services, outside the scope of those tasks set forth herein, then the Parties shall enter into a Written Amendment to this Agreement and PROFESSIONAL shall be compensated for such Additional Services on an hourly basis at the rate of forty-seven dollars (\$47.00) per hour and shall be reimbursed for expenses incurred, provided such expenses are approved by the CITY prior to being incurred by the PROFESSIONAL.

VII. SCHEDULE

- A.** The Parties understand and agree that the PROFESSIONAL'S schedule for completion of the tasks set forth herein shall be jointly developed and agreed to by the CITY and PROFESSIONAL prior to issuance of the Notice to Proceed.

Generally, the Scope of Services will be executed in accordance with the schedule set forth in the FDEP Domestic Wastewater Facility Permit for the Canal Street Wastewater Treatment Plant.

- B.** The PROFESSIONAL shall inform the CITY of possible delays. The CITY shall extend the schedule if the delays are the result of the CITY'S performance or ability to provide the necessary information or data. The Parties also agree that the schedule shall be amended should unforeseen delays arise that are beyond the control of the CITY and/or the PROFESSIONAL.

VIII. NOTICE TO PROCEED

The PROFESSIONAL shall commence work upon receipt of the Notice to Proceed from the CITY. Such Notice to Proceed may be verbal, but shall be followed by written confirmation from the CITY.

IX. ADDITIONAL SERVICES

- A.** The CITY may assign Additional Services to the PROFESSIONAL during development and implementation of the Pretreatment Program and other related wastewater programs.
- B.** The additional tasks, budget, schedule and deliverables regarding such Additional Services shall be described in a Written Amendment to this Agreement and PROFESSIONAL shall be compensated for such Additional Services as described herein.
- C.** The Parties shall formally approve the Written Amendment prior to commencement of any such Additional Services by the PROFESSIONAL.
- D.** The Parties agree that the formal approval of the Written Amendment shall constitute the Notice to Proceed for the PROFESSIONAL unless the terms of the Written Amendment provide otherwise.