CITY CLERK
CITY OF SUNRISE
2023 FEB -1 PM 3:43

First Amendment To

Project Agreement No. 20-006-CE

Between

THE CITY OF SUNRISE

And

Carollo Engineers, Inc.

This First Amendment (First Amendment) to the Project Agreement between the City of Sunrise and Carollo Engineers, Inc. for the Inverrary Bridge Forcemain Relocation Design and Construction Management Services project dated January 28, 2020, is between the City of Sunrise, a municipal corporation (City or CITY) and Carollo Engineers, Inc. (Consultant or CONSULTANT).

WHEREAS, on October 27, 2010, the City and Carollo Engineers, Inc. entered into a Continuing Services Agreement for Water and Wastewater Infrastructure Projects; and

WHEREAS, Project Agreement No. 20-006-CE (Project Agreement) for Design, Bidding, Permitting and Construction Management Services, for the Inverrary Bridge Forcemain Relocation Design and Construction Management Services Project was entered into between the City of Sunrise and Carollo Engineers, Inc. on January 28, 2020; and

WHEREAS, the parties wish to amend the Project Agreement.

NOW THEREFORE, in consideration of the mutual covenants and obligations created hereby, as well as other good and valuable considerations, the parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated by reference and made part of this First Amendment.

2. Under SECTION 2 SCOPE OF SERVICES, Paragraph 2.2,

   Replace Exhibit "2" with the attached, revised Exhibit "2" to add the language in underline and delete the language in strikethrough.

3. Under SECTION 3 DELIVERABLES,

   Replace Exhibit "5" with the attached, revised Exhibit "5" to add the language in underline and delete the language in strikethrough.

4. Under SECTION 4 TERM / TIME OF PERFORMANCE / DAMAGES,

   Section 4.1 of the Project Agreement is hereby amended as follows with additions in underscore and deletions in ~~strikethrough~~:

4.1 Term. This Project Agreement shall commence on the date this instrument is fully executed by all parties and shall continue in full force and effect through ~~January 31, 2023~~ **July 31, 2024**, unless otherwise terminated pursuant to Section 7 or other applicable provisions of this Project Agreement. The CITY'S City Manager, in his sole discretion may extend the term of this Project Agreement through written notification to the CONSULTANT. Such extension shall not exceed 180 days. No further extensions of this Project Agreement shall be effective unless authorized by the City Commission."

4.3 Contract Time.

Replace Exhibit "3" with the attached, revised Exhibit "3" to add the language in underline and delete the language in strikethrough.

5. Under SECTION 5 AMOUNT, BASIS AND METHOD OF COMPENSATION,

Amend Paragraph 5.3 to add the language in underline and delete the language in strikethrough, as follows:

5.3 **Lump Sum Compensation**. CITY agrees to pay CONSULTANT as compensation for performance of all services as related to the Project a Lump Sum of ~~$184,644~~ **$193,434**. It is understood that the method of compensation is that of Lump Sum which means that CONSULTANT shall perform all services set forth for total compensation in the amount stated above. Said Lump Sum includes but is not limited to, compensation for all fees, expenses, and out-of-pocket costs of the CONSULTANT.

6. Under SECTION 6 BILLING AND PAYMENTS TO CONSULTANT

Replace Exhibit "4" with the attached, revised Exhibit "4" to add the language in underline and delete the language in strikethrough.

7. Section 13 of Project Agreement "E-Verify Employment Eligibility" is hereby added to the Project Agreement with the following language:

SECTION 13 E-VERIFY - EMPLOYMENT ELIGIBILITY

13.1 Consultant warrants and represents that it complies with Section 448.095, Florida Statutes, as it may be amended. Consultant has: (1) registered with and uses the E-Verify System (E-Verify.gov), to electronically verify the work authorization status of all newly hired employees; and (2) verified that all of the Consultant's subcontractors performing the duties and obligations of this Project Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

13.2 Consultant shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. Consultant shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Project Agreement which requires a longer retention period.

13.3 City shall terminate this Project Agreement if it has a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If City has a good faith belief that Consultant's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, City shall notify Consultant to terminate its contract with the subcontractor and Consultant shall immediately terminate its contract with the subcontractor.

13.4 If City terminates this Project Agreement pursuant to subsection 13.3 above, Consultant shall be barred from being awarded a future contract by City for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Project Agreement termination, Consultant shall also be liable for any additional costs incurred by City as a result of the termination.

SECTION 14 Foreign Gifts and Contracts

14.1 Pursuant to Fla. Stat. §286.101(3), where the amount of the grant or contract is 100,000.00 or more, CONSULTANT shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of $50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. CONSULTANT represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to CITY before execution of this First Amendment, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Project Agreement.

8. Conflicting Terms. In the event the terms of this First Amendment conflict with those of the Project Agreement, the First Amendment shall govern.

9. All other terms of the Project Agreement shall remain and continue in full force and effect.

10. Captions. The captions of this First Amendment are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Amendment.

11. Effective Date. This First Amendment shall be effective on the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment on the respective dates under each signature: the CITY, signing by and through its Mayor, attested to by its City Clerk, duly authorized to execute same and by Carollo Engineers, Inc. by and through its Senior Vice President and Vice President duly authorized to execute same.

CITY

CITY OF SUNRISE, FLORIDA

By: _____
Mayor Michael J. Ryan
1 day of February, 2023.

AUTHENTICATION:

_____
Felicia M. Bravo, City Clerk

(SEAL)

Approved as to form the City:

By: _____
Kimberly A. Kisslan
City Attorney

CONSULTANT

CAROLLO ENGINEERS, INC.

By: _____
Chris T. Reinbold, P.E., Vice President

20th day of January, 2023.

AUTHENTICATE:

_____
Secretary

Michael W. Barnes
Please type name of Secretary

(CORPORATE SEAL)

WITNESSES:

_____

_____

EXHIBIT "2"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

SCOPE OF SERVICES

SECTION 1 DESIGN SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following design services in connection with the Project:

1.1 **Basis of Design.** (Not Included)

1.2 **Preliminary Consultation and Analysis**. (Not Included)

1.3 **Preliminary Design**. After reviewing with the CITY written reports and any adjustments to the design, project budget or schedule authorized by the CITY, the CONSULTANT shall prepare and submit to the CITY a preliminary design for the Project. The Preliminary Design shall address the requirements of the Project, shall include drawings and other documents to fix and describe the size and character of the Project as to civil, structural, and mechanical systems, materials and such other elements as may be appropriate. The Preliminary Design shall include, but not be limited to, the following:

1.3.1 Preliminary drawings which illustrate each of the basic components of the Project including the size, scale, location, dimensions, layout, and character of each structure and/or facility;

1.3.2 A complete and accurate geotechnical report prepared by a qualified geotechnical subconsultant which shall include test borings, analysis, and studies depicting geotechnical data and recommendations necessary for the design and construction of the Project;

1.3.2.1 SFWMD requires the utility aerial crossing meet the same requirements as a bridge crossing. The "Canal Hydraulic Report" must meet the same requirements as a "Bridge Hydraulic Report" which requires extra hydrologic modeling. This extra effort will be performed by a specialty subconsultant.to perform the hydrologic modeling for the requested canal report;

1.3.3 A written description of all permitting and code requirements for the Project;

1.3.4 Preliminary drawings which illustrate all site development requirements including exterior piping;

1.3.5 A written description, including preliminary drawings where appropriate, of any and all mechanical, piping and structural systems of the Project. This description and these drawings shall illustrate all proposed concepts and layouts for pipe supports and foundations;

1.3.6 Detailed design calculations for all piping systems including an identification of all mechanical components relating to same;

1.3.7 Not Applicable;

1.3.8 Preliminary process diagrams illustrating all process locations as well as the functions of all mechanical components of the Project;

1.3.9 A written description of the materials and equipment to be incorporated into the Project and the location of same. The CONSULTANT shall first consult with the CITY concerning equipment and material components and shall give preference to materials and equipment recommended by the CITY. The CONSULTANT shall submit to the CITY a list of any and all proposed sole source or CITY furnished equipment. The CONSULTANT shall not use or designate sole source or CITY furnished equipment and/or materials in the project without the expressed written permission of the CITY for each item, material or piece of equipment;

1.3.10 A preliminary construction schedule identifying critical lead times and construction constraints;

1.3.11 An estimate of the cost of constructing the Project in accordance with the Preliminary Design (said estimate shall be subdivided into separate estimates for the major process divisions if appropriate);

1.3.12 Any other documents or things required to illustrate, describe or depict the Preliminary Design and the conformity of same with the requirements of the Project.

After presentation of the Preliminary Design to the CITY, the CONSULTANT shall meet with representatives of the CITY and shall receive any comments,

suggestions, questions, or other communications from the CITY concerning the Preliminary Design.

1.4 **Design for Bidding**. Upon authorization by the CITY, and after reviewing with the CITY the Preliminary Design required by Paragraph (b) hereinabove, and after incorporating any changes or alterations authorized or directed by the CITY with respect to said Preliminary Design or with respect to the requirements of the Project, the CONSULTANT shall prepare and submit to the CITY 90% and 100% Design Documents for Construction in accordance with the project schedule and deliverables. The Design for Construction shall include drawings, plans and specifications (the "Construction Documents") which describe with specificity all elements, details, components, materials, and other information necessary for construction of a complete and usable Project. The Construction Documents shall be accurate, coordinated and adequate for construction and shall be in conformity and comply with all applicable law, codes and regulations. Products, equipment and material specified for use shall be readily available unless written authorization to the contrary is given by the CITY. The Design for Construction shall specifically include, but shall not be limited to, the following:

1.4.1 General Design. General design covers index of drawings, location and vicinity maps, design data, flow diagrams, hydraulic profile, and general conditions. General drawings and specifications shall be prepared;

1.4.2 Civil Design. Civil Design covers the layout of the proposed facilities and associated outside piping, paving restoration (if required), grading and drainage restoration. Contract drawings and specifications for the civil work shall be prepared;

1.4.3 Architectural Design. Not Included;

1.4.4 Structural Design. Structural design of the pipe supports and foundations, is covered by this task. Contract drawings and specifications for the structural work shall be prepared;

1.4.5 Mechanical Design. Mechanical design consists of the selection, design, and layout of new piping. Mechanical design also covers cathodic protection systems and external protective coatings for buried and submerged metallic pipelines, as appropriate. Contract drawings and specifications for the mechanical work shall be prepared;

1.4.6 Electrical Design. Not Included;

1.4.7 Instrumentation and Control Design. Not Included.

1.5 **Estimate of the Cost of Construction**. Contemporaneously with the submission of the 90% Design for Construction documents, the CONSULTANT shall submit to the CITY in writing its updated Estimate of the Cost of Construction. The CONSULTANT shall submit the final Estimate of the Cost of Construction with the 100% completed Design for construction. Once submitted, said final estimate shall not be increased or decreased by the CONSULTANT unless the Design for Construction is changed upon authorization by the CITY. In such event said final estimate shall be reasonably adjusted to reflect any increase or decrease in cost resulting from the change in Design for Construction. Prior to authorizing the CONSULTANT to proceed with preparation of the Design for Construction, the CITY may establish and communicate to the CONSULTANT a maximum sum for the Cost of Construction of the Project (the "Maximum Cost Limit"). If the CITY has not advertised for bids within ninety (90) days after the CONSULTANT submits the Design for Construction to the CITY, the CONSULTANT shall adjust the Estimate of the Cost of Construction utilizing changes in the Engineering News Record Construction Cost Index between the date of submission of the Design for Construction to the CITY and the date on which bids are sought. In the event the final estimate of the Cost of Construction as provided in this Paragraph exceeds the Maximum Cost Limit, or in the event the lowest bona fide bid from a qualified contractor exceeds the Maximum Cost Limit, the CITY may require the CONSULTANT, without additional cost to the CITY, to consult with the CITY and to revise and modify the Design for Construction and the Contract Documents as required to achieve compliance with the Maximum Cost Limit. Absent clear and convincing negligence on the part of the CONSULTANT in making its final Estimate of the Cost of Construction or in designing the Project without regard to the Maximum Cost Limit, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of the Maximum Cost Limit, and having done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with the Project Agreement;

1.6 **Permit Documents**: The CONSULTANT shall prepare permit documents required for the approval of authorities having jurisdiction over the Project, and the CONSULTANT shall coordinate the issuance of all required permits with any authorities having jurisdiction of same. The CITY shall pay all permitting, application and processing fees.

SECTION 2 BIDDING SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following bidding services in connection with the Project:

2.1 **Solicitation of Bids**. The CONSULTANT shall prepare bid specifications and packages as directed by CITY and make them available for distribution to all prospective bidders. The CONSULTANT shall make copies of complete bid packages available at its office nearest to the project during normal business hours for all prospective bidders. The CONSULTANT shall be reimbursed by the City for the actual cost of reproduction of the documents contained within the bid package as a reimbursable item pursuant to the terms of this agreement. The CONSULTANT shall assist the CITY in obtaining bids for each prime contract for construction and for the purchase of materials, equipment or services. Such assistance shall include the attendance of pre-bid conferences; the maintenance of a record of all prospective bidders to whom bidding documents have been issued; delivery of construction documents to prospective bidders and the receipt and processing of payments for bidding documents;

2.2 **Addenda**. The CONSULTANT shall prepare for CITY approval written addenda as appropriate to interpret, clarify or expand the Bidding Documents. The CONSULTANT shall make such documents available to all prospective bidders in a manner acceptable to the CITY and shall be reimbursed for the actual costs of reproduction at the same reproduction rate as the original bid package or any special mailing. There shall be no additional charges for amendments or clarifications. The CONSULTANT shall coordinate with the CITY during the bidding process and be available to assist the CITY in addressing bidders' questions and comments at any time during the bidding process.

2.3 **Evaluation of Contractors and Suppliers**. The CONSULTANT shall investigate, analyze, and advise the CITY as to the acceptability and qualifications of prospective contractors and prospective subcontractors, suppliers, and others proposed by the bidder and shall assist in the evaluation of all bids received for determination of compliance with the bidding requirements and determination of the lowest responsive and responsible bidder;

2.4 **Substitution of Materials and Equipment**. The CONSULTANT will investigate, study and analyze any proposed substitutions of materials or equipment and shall advise the CITY with respect to same;

2.5 **Bid Opening**. The CONSULTANT shall attend the pre-bid meeting, which will be held at a location as specified by the CITY. The CITY shall prepare appropriate bid tabulation sheets. The CONSULTANT shall assist the CITY

in evaluating bids or proposals and in assembling and awarding contracts for construction or the purchase of materials, equipment or services.

SECTION 3 **Construction Cost**. If the bid cost of construction exceeds the estimated cost agreed upon by the CITY by more than 5% of the lowest bona fide bid or negotiated proposal, the CITY may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the CONSULTANT, without additional charge to the CITY, shall consult with the CITY and shall revise and modify the drawings and specifications as necessary to achieve compliance with the cost agreed upon by the CITY. Absent negligence on the part of the CONSULTANT in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the CONSULTANT's responsibility arising from the establishment of such construction costs, and have done so, the CONSULTANT shall be entitled to compensation for all other services performed, in accordance with this Agreement.

SECTION 4 CONSTRUCTION CONTRACT ADMINISTRATION SERVICES

Unless otherwise agreed in writing, the CONSULTANT shall perform the following Contract Administration Services in connection with the Project:

4.1 **Representation of the CITY**. The CONSULTANT shall represent the CITY during the construction phase which shall commence with the award of the Contract for Construction. Instructions and other appropriate communications from the CITY to the Contractor shall be communicated through the CONSULTANT unless the CITY directs otherwise. The CONSULTANT shall act on behalf of the CITY only to the extent provided in the Project Agreement and in the Contract for Construction. The CONSULTANT shall have and perform all of the duties, obligations and responsibilities of the CONSULTANT as set forth in the Contract for Construction to be executed by and between the CITY and a General Contractor. The CONSULTANT herein acknowledges that it has received, reviewed and studied a true and correct copy of said Contract for Construction (prior to its execution) and same is herein incorporated by reference;

4.2 **Construction Meetings**. The CONSULTANT shall schedule and attend a pre-construction meeting which shall include, but shall not be limited to, the CONSULTANT, the CITY, the Contractor, and the major Subcontractors. The pre-construction meeting shall review and discuss any applicable procedures for contract administration as well as any other items deemed appropriate by the CONSULTANT or the CITY. During construction, the

CONSULTANT shall schedule additional meetings with the CITY, the Contractor, and others, scheduled to occur biweekly, to review the progress of the Project or as otherwise necessary to protect the interest of the CITY. The CONSULTANT shall prepare, distribute and maintain detailed minutes of the pre-construction meeting and all other meetings relating to the construction of the Project;

4.3 **Interpretations and Clarifications**. At any time during the Construction phase, the CONSULTANT shall notify the CITY in writing within five (5) working days of any necessary interpretations and clarifications of the Contract Documents. The written notification shall include any impacts to quality, operations, schedule or cost. The CONSULTANT shall prepare and issue any necessary interpretations and clarifications of the Contract Documents. The CONSULTANT must obtain written approval from the CITY if the interpretation or clarification of the Contract Documents will impact quality, operations, schedule or cost. If appropriate, the CONSULTANT shall prepare work directives and proposed Change Orders. The CONSULTANT shall issue no work directives or change orders that impact contract price, schedule, utility operations or quality without prior written approval of the CITY. The CONSULTANT may issue field orders that do not affect cost, schedule, quality or utility operations;

4.4 **Examination of the Schedule of Values**. Upon receipt, the CONSULTANT shall carefully review and examine the Contractor's Schedule of Values, together with any supporting documentation or data which the CITY or the CONSULTANT may require from the Contractor. The purpose of such review and examination will be to protect the CITY from an unbalanced Schedule of Values which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data, or than is reasonable under the circumstances. If the Schedule of Values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the CITY directs the CONSULTANT to the contrary in writing, the Schedule of Values shall be returned to the Contractor for revision or supporting documentation or data. After making such examination, if the Schedule of Values is found to be appropriate as submitted, or if necessary, as revised, the CONSULTANT shall sign the Schedule of Values thereby indicating its informed belief that the Schedule of Values constitutes a reasonable, balanced basis for payment of the Contract price to the Contractor. The CONSULTANT shall not sign such Schedule of Values in the absence of such belief unless directed to do so, in writing, by the CITY;

4.5 **Examination of Construction Schedules**. The CONSULTANT shall examine and review all construction schedules, and updates thereof,

submitted by any Contractor or supplier in connection with the construction of the Project. The CONSULTANT shall advise the CITY in writing with respect to the adequacy and accuracy of any such schedules or updates;

4.6 **Inspection of the Work and Testing**. The CONSULTANT shall carefully inspect the Work of the Contractor including final inspection or testing required by the Contract Documents. CONSULTANT shall exercise reasonable care to determine the quality, quantity and progress of the Work in comparison with the requirements of the Contract for Construction. In making such inspections, the CONSULTANT shall exercise care to protect the CITY from defects or deficiencies in the Work, from unexcused delays in the Schedule and from overpayment to the Contractor. Following each such inspection the CONSULTANT shall submit a written report of such inspection, together with any appropriate comments or recommendations, to the CITY. Furthermore, the CONSULTANT shall require and review tests required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents and shall report in writing to the CITY the results thereof;

4.7 **Approval of Request for Payment**. The CONSULTANT shall review each Contractor pay requests and shall, with each pay request, recommend amounts due to the Contractor under the Contract for Construction predicated upon: inspections of the Work as required in Paragraph (c) hereinabove, evaluation of the Contractor's rate of progress in light of the remaining Contract time and upon evaluation of the Contractor's Request for Payment, and shall issue recommended approvals for Payment to the CITY in such amounts. The issuance of a recommended Approval for Payment shall constitute a representation by the CONSULTANT to the CITY that the CONSULTANT has made an inspection of the Work as provided in Paragraph (c) hereinabove, and that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Contract for Construction, and that, to the best of the knowledge, information and informed belief of the CONSULTANT, the Contractor is entitled to payment of the amount recommended for approval. The CITY shall be the final interpreter of the amount of payment;

4.8 **Contract Interpretations**. The CONSULTANT shall be the initial interpreter of the requirements of the drawings and specifications and the initial interpreter of the performance thereunder by the Contractor. The CONSULTANT shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on the request of the Contractor or the CITY. Unless otherwise directed by the CITY, the CONSULTANT shall determine all matters relating to the

aesthetic effect, and such determination shall conform to the intent of the Contract for Construction;

4.9 **Rejection of Work**. The CONSULTANT shall reject any Work which does not conform to the Contract Documents unless directed by the CITY, in writing, not to do so. As identified in the Contract Documents, the CONSULTANT shall require special inspection or testing of the Work in accordance with the provisions of the Contract for Construction whether or not such Work is fabricated, installed or completed;

4.10 **Shop Drawings and Submittals**. The CONSULTANT shall review, study, and approve, or take other necessary action upon, the Contractor's Shop Drawings, product data, samples, and other submittals. Approval by the CONSULTANT of the Contractor's submittal shall constitute the CONSULTANT's representation to the CITY that such submittal is in conformance with the Contract for Construction. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project. Additional reviews of a particular submittal after the second time it has been reviewed are not included in this effort.;

4.11 **Change Orders**. The CONSULTANT shall review, and advise the CITY concerning, proposals and requests for Change Orders from the Contractor. The CONSULTANT shall prepare Change Orders for the CITY's approval and execution in accordance with the Contract for Construction and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the Contract Price or quality or an extension of the Contract Time;

4.12 **Start-Up**. The CONSULTANT shall provide the following start-up services:

4.12.1 Assistance in closing any financial or related transaction for the Project;

4.12.2 Assistance in connection with refining or adjusting any equipment or system for the Project;

4.12.3 Assistance in training CITY personnel to operate and maintain the Project;

4.12.4 Assistance in developing systems and procedures for operational control and maintenance for the Project;

4.12.5 Assistance in establishing appropriate systems for the generation and maintenance of Project records;

4.13 **Substantial Completion and Final Completion**. The CONSULTANT, based upon one or more inspections of the Project, shall determine and recommend in writing to the CITY the date of Substantial Completion of the Project and the date of Final Completion of the Project. The CONSULTANT shall insure all contractual requirements for substantial completion are met prior to issuing the recommendation to the CITY. When appropriate, the CONSULTANT shall issue a recommendation for Approval for final Payment. The CONSULTANT shall also receive, review for adequacy, compile in an organized, bound, and neat format, and forward to the CITY any and all written warranties, guarantees, bonds, certificates of inspection, tests, required approvals, operation manuals, maintenance manuals, and any other related documents required by the Contract for Construction prior to issuing a recommendation for substantial completion;

4.14 **Legal Assistance**. In the event that the CITY is required to defend the Work of the CONSULTANT, upon written request by the CITY, the CONSULTANT shall testify in any judicial proceeding concerning the design and construction of the Project, and the CONSULTANT shall cooperate with and make available to the CITY the personnel employed by the CONSULTANT for the purpose of reviewing, studying, analyzing or investigating any claims, contentions, allegations, or legal actions relating to, or arising out of, the design or construction of the Project. CONSULTANT shall be compensated for legal assistance associated with any litigation that CONSULTANT, or CONULTANT's work, is found to be not at fault for the alleged claim, which costs are not identified in this Project Agreement.

4.15 **Operation and Maintenance Manuals**. The CONSULTANT shall review, approve or take other necessary action upon the Contractor's submittal of Operation and Maintenance Manuals. Approved Operation and Maintenance Manuals shall be compiled in a notebook, acceptable electronic format as required by the construction contract. When requested by the CITY, the CONSULTANT shall prepare a detailed Operation and Maintenance Manual for the entire Project. The scope of work associated with the detailed O&M Manual requested by the CITY for the entire project is described in Paragraph 7.6.

4.16 **Record Drawings**. The CONSULTANT shall review any Record Drawings furnished by the Contractor and shall incorporate as-built information on reproducible drawings and certify and submit to the CITY that said drawings are complete as provided by the Contractor.

4.17 **Deficient Work Product**. The CONSULTANT shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product.

SECTION 5 THE INSPECTION PROJECT REPRESENTATIVE

5.1 The CONSULTANT shall provide the services of a project INSPECTOR. The INSPECTOR shall be the CONSULTANT's agent at the Project site. The INSPECTOR shall inspect the work and shall keep the CITY fully informed of the progress and quality of the work. The INSPECTOR shall review the Contractor's schedule for performance of the work (and any updates thereof), the schedule of shop drawings and submittals (and any updates thereof), and the schedule of values prepared by the Contractor. The INSPECTOR shall attend all prebid, preconstruction, and other meetings pertaining to construction of the Project and shall prepare, circulate, and maintain detailed minutes of same. The INSPECTOR shall serve as the CONSULTANT's liaison with the Contractor but shall not, absent written approval from the Contractor, communicate with the Contractor's subcontractors. The INSPECTOR shall record the receipt of all shop drawings, submittals, and samples as well as any action taken in connection with same by the CONSULTANT or the Contractor. The INSPECTOR shall provide immediate written notification to the CONSULTANT and the Contractor in the event the Contractor commences any work without necessary shop drawings, submittals or samples having first been submitted to the CONSULTANT. The INSPECTOR shall record in writing, and immediately report to the CONSULTANT and the CITY), any defective, deficient, faulty or unsatisfactory work performed by the Contractor. The INSPECTOR shall witness and verify all tests required by the Contract Documents as well as the operation of any and all equipment and systems installed by the Contractor. The INSPECTOR shall maintain detailed records relating to any such tests. The INSPECTOR shall accompany any visiting inspectors or representatives of the CITY when requested by the CONSULTANT or the CITY. The INSPECTOR shall immediately notify the CONSULTANT in writing in the event any clarifications or interpretations of the Contract Documents are required or requested by the Contractor. The INSPECTOR shall maintain at the Project site a complete set of Contract Documents including all addenda, change orders, modifications, supplemental drawings, field orders, and directives. The INSPECTOR shall maintain detailed records of the progress of the work, any problems encountered by the Contractor or subcontractors, weather conditions, daily activities, site visitors, decisions, observations in general, specific observations, manpower on the Project, and such other items as may be relevant to the progress and quality of the construction. The INSPECTOR shall also maintain names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of material and equipment for the Project. The INSPECTOR shall periodically (and no less frequently than monthly) prepare reports of the progress of the work and the Contractor's compliance with the Contract Documents including, but

not limited to, the progress schedule and the schedule of shop drawings and sample submittals. The INSPECTOR shall advise the CONSULTANT in advance of any scheduled test, inspection or start-up of equipment as well as commencement of any significant phase of the Work. The INSPECTOR shall report immediately in writing to CONSULTANT and the CITY upon the occurrence of any accident. In accordance with the requirements of the contract between the CITY and the CONSULTANT, the INSPECTOR shall review the Contractor's applications for payment. The INSPECTOR shall verify the submission of all certificates, maintenance manuals, operation manuals, and other documents required by the Contract Documents and shall deliver copies of same to the CONSULTANT and the CITY prior to final payment to the Contractor. The INSPECTOR shall assist with any final inspection of the Work and shall inspect the Work to determine that all requirements for final inspection have been completed. Any exceptions noted shall be submitted to the CONSULTANT and the CITY in writing prior to final payment to the Contractor.

5.2 The INSPECTOR SHALL NOT AUTHORIZE ANY DEVIATION FROM THE CONTRACT DOCUMENTS OR ANY SUBSTITUTION OF MATERIALS OR EQUIPMENT UNLESS FIRST AUTHORIZED IN WRITING BY BOTH THE CONSULTANT AND THE CITY. The INSPECTOR shall not exceed the limitations of the CONSULTANT's authority as set forth in the agreement by and between the CONSULTANT and the CITY or as set forth in the Contract Documents. The INSPECTOR shall not undertake any of the responsibilities or duties of the Contractor, subcontractors, equipment suppliers, or others charged with construction of the Project. The INSPECTOR shall not advise with respect to, or assume control over, any of the means, methods, techniques, sequences or procedures of construction unless such advice or control is specifically required by the Contract Documents. IT IS EXPRESSLY AGREED AND UNDERSTOOD THAT THE DUTIES AND RESPONSIBILITIES OF THE CONSULTANT SHALL IN NO MANNER WHATSOEVER BE DIMINISHED, RELEASED, DISCHARGED, OR WAIVED AS A RESULT OF ANY PERFORMANCE (OR LACK THEREOF) BY THE INSPECTOR.

SECTION 6 SPECIAL SERVICES OF THE CONSULTANT

If authorized in writing by the CITY, the CONSULTANT shall perform the following special services:

6.1 CONSULTANT shall provide submittal coordination services to the CITY for submittals that require review by the following agencies for which permits were obtained. Any changes to the work, whether proposed by Contractor or based on differing field conditions, are anticipated to require submittal to

these departments for review. Contractor shall be responsible for submitting the required applications and preparing the review packages. CONSULTANT shall provide Engineer-of-Record services such as technical review of Contractor's submittals and/or providing clarification letters to the departments.

SECTION 7 SERVICE SCHEDULE

7.1 The CONSULTANT shall perform its services expeditiously. The CONSULTANT shall, when requested by the CITY, submit to the CITY for approval a schedule for the performance for the CONSULTANT's services which shall include allowance for time required for the CITY's review of submissions and for approvals of authorities having jurisdiction over the Project. The CITY shall review and approve or reject any schedules submitted by the CONSULTANT within 10 working days of said submittal. If, in the event that construction of the Project is suspended for more than thirty days, the CONSULTANT shall also suspend Construction Administration Services upon request of CITY. Any time spent on the Project at the request of the CITY or on the CITY's behalf during this suspension shall be additional services and shall be paid based on the Standard Hourly Rates attached to this contract. The reasonable term of construction upon which the fees for Construction Administration in this contract are based, shall be extended to include the period of construction suspension. This schedule, when approved by the CITY, shall not, except for cause, be exceeded by the CONSULTANT. In the event the CITY rejects any schedules submitted by the CONSULTANT, the CONSULTANT shall submit a revised schedule within two (2) business days of said rejection. Submission of a schedule acceptable to the CITY and to which the CITY makes no objection shall be a condition precedent for any payment to the CONSULTANT.

SECTION 8 MISCELLANEOUS SERVICES – NOT USED

EXHIBIT "3"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

PROJECT SCHEDULE

Task/Description	Task/Completion In Weeks Following Authorization
1.3 - Preliminary Design	~~16~~ 94
1.4 - Final Design	
- 90% Design Submittal	~~28~~ 106
- 100% Design Submittal	~~32~~ 110
1.5 - Final Estimate of Cost of Construction	~~32~~ 110
1.6 - Final Permit Application Documents	~~32~~ 110
2.0 – Bidding Services (Includes 6 week bidding period)	~~38~~ 148
3.0 – 6.0 Construction Contract Administration Services, Inspection Services, Special Services, & Service Schedule	~~92~~ 170

EXHIBIT "4"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

PAYMENT SCHEDULE

Task/Description	Percent of Total Fee	Fee
1.3 - Preliminary Design	~~37.4~~ 35.7	$69,014
1.4 – Final Design		
- 90% Design Submittal	~~9.7~~ 9.2	$17,770
- 100% Design Submittal	~~9.7~~ 11.4	~~$17,770~~ $22,120
1.5 – Final Estimate of Cost of Construction	~~1.7~~ 1.6	$3,143
1.6 – Final Permit Application Documents	~~5.8~~ 7.8	~~$10,714~~ $15,154
2.0 – Bidding Services (Includes 6 week bidding period)	~~3.0~~ 2.8	$5,506
3.1 - Representation of the CITY	~~2.1~~ 2.0	$3,962
3.2 - Construction Meetings	~~4.6~~ 4.4	$8,543
3.3, 3.8 - Interpretations and Clarifications	~~2.1~~ 2.0	$3,962
3.4 - Examination of the Schedule of Values	~~2.0~~ 1.9	$3,703
3.5 - Examination of Construction Schedules and Schedule Updates	~~2.0~~ 1.9	$3,703
3.6, 3.9 - Inspection of the Work and Testing	~~1.7~~ 1.6	$3,053
3.7 - Review of Requests for Payment	~~3.0~~ 2.9	$5,585
3.10 & 6 - Shop Drawings, Submittals, & Service Schedule	~~2.7~~ 2.6	$5,069
3.11 - Change Orders	~~1.2~~ 1.2	$2,298
3.12 - Start-up	~~1.3~~ 1.2	$2,310
3.13 - Substantial Completion and Final Completion	~~1.8~~ 1.7	$3,238
3.15 - Operations and Maintenance Manuals	0.4	$733
3.16 - Record Drawings	~~1.5~~ 1.5	$2,806
4.1 - 4.3 - Project Representative	~~4.7~~ 4.5	$8,742
5.1 - Submittal Coordination with Permitting Agencies	~~1.6~~ 1.6	$3,020
Total	100.0	~~$184,644~~ $193,434

~~scored through~~ words are deletions
underscored words are additions

EXHIBIT "5"

TO

PROJECT AGREEMENT

INVERRARY BRIDGE FORCEMAIN RELOCATION DESIGN AND CONSTRUCTION MANAGEMENT SERVICES

D E L I V E R A B L E S

Task/Description	Task/Completion In Weeks Following Authorization
Preliminary Design	~~16~~ 94
Final Design	
- 90% Design Submittal	~~28~~ 106
- 100% Design Submittal	~~32~~ 110
Final Estimate of Cost of Construction	~~32~~ 110
Final Permit Application Documents	~~32~~ 110
Bidding Services (Includes 6 week bidding period)	~~38~~ 116
Construction Progress Meeting Minutes	~~92~~ 170
Show Drawing Review Letters	~~92~~ 170
Service Schedules	~~92~~ 170
Inspection Reports Documenting Periodic inspections	~~92~~ 170
Approvals for Contractor's Requests for Payment	~~92~~ 170
Contract Interpretations	~~92~~ 170
Change Orders	~~92~~ 170
Submittal Review Correspondence	~~92~~ 170
Record Drawings	~~92~~ 170
Project Correspondence	~~92~~ 170

The CONSULTANT shall provide eight (8) hard copies (printed 11" x 17"), and two (2) PDF copies for all deliverables. Native files will be provided prior to completion of the project. One signed and sealed set of drawings (24" x 36") and specifications manual shall be provided for public record.