

**PUBLIC WORKS AND UTILITIES
MEMORANDUM #08-20**

DATE: September 25, 2008
TO: Honorable Mayor Kathleen M. Novak and City Council Members
FROM: David Allen, Acting City Manager / Director of Public Works and Utilities *DA*
SUBJECT: CR-130 – Construction Management Services Contract for Bull Reservoir Outlet and Liner Emergency Repairs
CR-131 – Construction Contract for Bull Reservoir Outlet and Liner Emergency Repairs
CR-142 – Addendum to Design Services Contract for Bull Reservoir Outlet and Liner Emergency Repairs

RECOMMENDATION:

Attached to this memorandum are three Resolutions which, if approved, would authorize the Mayor to execute the following documents on behalf of the City:

- 1) A Professional Services Agreement between the City of Northglenn and J&T Consulting, Inc. to provide construction management services in the amount of \$49,180 and to authorize a contingency of \$9,836.
- 2) A Professional Services Agreement between the City of Northglenn and BT Construction, Inc. to provide construction services in the amount of \$583,135 and to authorize a contingency of \$116,627.
- 3) An Addendum to the Professional Services Agreement between the City of Northglenn and URS Corporation, Inc. to provide design support services in the amount of \$62,900 and to authorize a contingency of \$12,580.

In addition, each resolution would authorize the Acting City Manager to approve minor changes in the scope of work and execute relevant change orders up to the contingent amount. Staff recommends approval of the proposed Resolutions.

BACKGROUND:

On June 24, 2008 the asphalt liner for Bull Reservoir was severely damaged near the outlet works that discharges the treated effluent from the Waste Water Treatment Plant (WWTP). Staff installed a temporary piping to resume discharges from the new WWTP and to divert flows away from the damaged area so permanent repairs could be completed without affecting normal operations.

On July 10, 2008 Council approved CR- 104 which authorized URS to complete the design for the permanent repairs to the liner and outlet works. A completed design package has been received by the City however final approval from the Colorado State Division of Safety of Dams (State) has not been provided. Therefore, City Staff is recommending a 20% contingency, which

is larger than normal, to make any adjustments required by the State. If approved, construction would be scheduled to start in the middle of October with completion within 60 working days assuming no interference from weather.

The estimated cost to complete the repairs is summarized below:

Project Breakdown	Company	Amount
Temporary Bypass Piping	Northglenn	\$24,458
Engineering Design	URS	\$44,100
Construction	BT Construction	\$699,762
Construction Management	J&T Consulting	\$59,016
Design Support	URS	\$75,480
Materials Testing (estimate)	Cesare and Associates	\$25,000
Bypass Pumping (estimate)	Northglenn	\$50,000
TOTAL		\$977,816

Staff is recommending the use of funds from eight Capital Improvement Projects that are scheduled for 2008. These eight projects as well as two previously canceled projects and the corresponding budget amounts are listed below. Only partial funding will be provided for these projects which are included in the 2008 Capital Improvement Budget.

Project Name	Account Number	Amount
WTP Pump Rehabilitation	516.69264.000.3999.843	\$25,000
Webster Lake Outlet Repairs	516.69265.000.3999.934	\$15,000
Webster Lake Water Quality Mitigation	516.69265.000.3999.941	\$20,000
Bull Res Pump Station Replacement	516.69272.000.3999.899	\$22,000
WWTP Security Fence	516.69272.000.3999.909	\$59,000
Manhole & Valve Box Adj	516.69211.000.3999.656	\$117,000
Distribution Sampling Stations	516.69263.000.3999.690	\$90,000
Gas Chromatograph	516.69264.000.3999.723	\$80,000
Pump & Motor Replacement (used for design)	516.69271.000.3999.817	\$45,000
Sewer Service Area Study (used for bypass piping)	516.69275.000.3999.930	\$25,000
TOTAL		\$498,000

A supplemental budget appropriation amendment is being brought forward with CB-1672 to fund the balance of the project. Additionally, Staff anticipates presenting a contract for material testing with Joseph A. Cesare and Associates, Inc at the November 13, 2008 Council meeting.

BUDGET/TIME IMPLICATIONS:

There is no impact to the General Fund. Funds from the 2008 Capital Improvements Fund and supplemental funds from the Connect Charges would be used to fund all services.

STAFF REFERENCE:

If Council Members have any comments or questions, they may contact David Allen at (303) 450-8783 or dallen@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-130
Series of 2008

Series of 2008

A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND J&T CONSULTING, INC. FOR CONSTRUCTION MANAGEMENT SERVICES FOR THE BULL RESERVOIR OUTLET AND LINER EMERGENCY REPAIRS PROJECT

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The Professional Services Agreement between the City of Northglenn and J&T Consulting, Inc., attached hereto, in the amount of \$49,180.00 with a twenty percent (20%) contingency of \$9,836.00 for a total amount not to exceed \$59,016.00 for construction management services for the Bull Reservoir Outlet and Liner Emergency Repairs Project is hereby approved and the Mayor is authorized to execute same on behalf of the City of Northglenn.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

JOHANNA SMALL, CMC
Acting City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 2008, by and between the City of Northglenn, State of Colorado (hereinafter referred to as the "City") and J&T Consulting, Inc. (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required work for the Project.

NOW, THEREFORE, it is hereby agreed for the consideration hereinafter set forth, that Consultant shall provide to the City, professional consulting services for the Project.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the work and services required for the complete and prompt execution and performance of all duties, obligations, and responsibilities for the Project which are described or reasonably implied from **Exhibit A** which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

The City acknowledges that the Consultant's work product is an instrument of professional service. Nevertheless, the products prepared under this Agreement shall become the property of the City upon completion of the work.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed forty nine thousand one hundred and eighty dollars (\$49,180). Payment shall be made in accordance with the schedule of charges in **Exhibit B** which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the work and services performed by Consultant under this Agreement except as otherwise supplemented or accompanied by such supporting data as

may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment pursuant to said late invoice until the twenty-fourth (24th) day of the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice as provided by this Agreement.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the receipt of the invoice for any uncontested billing, interest will accrue at the legal rate of interest. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days written notice and without penalty or liability of any nature, suspend all work on all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's certification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF WORK

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence work on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables as provided in Exhibit A.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services or work which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective, or paid unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee, or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.

B. The work performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of work in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. ILLEGAL ALIENS

A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that Consultant will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement.

B. Prohibited Acts. Consultant shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Consultant shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Consultant obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien who is performing work under the Agreement, Consultant shall:

a. Notify the subcontractor and the City within three (3) days that Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under the Agreement; and

b. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under the Agreement; except that Consultant shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under the Agreement.

D. **Duty to Comply with Investigations.** Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.

E. If Consultant does not currently employ any employees, Consultant shall sign the NO Employee Affidavit attached hereto.

F. If Consultant wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Consultant shall sign the Department Program Affidavit attached hereto.

IX. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act, omission, error, professional error, mistake, negligence, or other fault of Consultant, any subcontractor of Consultant, or any officer, employee, representative, or agent of Consultant or of any subcontractor of Consultant, or which arise out of any workmen's compensation claim of any employee of Consultant or of any employee of any subcontractor of Consultant. Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. Consultant also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or

fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss, or damage was caused in whole or in part by the act, omission, or other fault of the City, its officers, or its employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission, or other fault of the City, its officers, or employees.

X. INSURANCE

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to Section IX, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

B. Consultant shall procure and maintain, and shall cause any subcontractor of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to Section IX, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Workmen's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of five hundred thousand dollars (\$500,000) each accident, one million dollars (\$1,000,000) disease - policy limit, and one million dollars (\$1,000,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the workmen's compensation requirements of this paragraph.

2. Commercial general liability insurance with minimum combined single limits of six hundred thousand (\$600,000) each occurrence and one million dollars (\$1,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of six hundred thousand dollars (\$600,000) each claim and one million dollars (\$1,000,000) general aggregate.

C. The policy required by paragraph 2. above shall be endorsed to include the City and the City's officers, employees, and consultants as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, its employees, or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by paragraph 1. above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

D. The certificate of insurance provided for the City shall be completed by Consultant's

insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. If the City is named as an additional insured on any policy which does not allow for the automatic addition of additional insureds, the Consultant's insurance agent shall also provide a copy of all accompanying endorsements recognizing the City as an additional insured. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Northglenn
Attn: Eve Craven
11701 Community Center Drive
Northglenn, Colorado 80233-8061

E. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement, or at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

F. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

G. The parties hereto understand and agree that the City, its officers, and its employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently one hundred fifty thousand dollars (\$150,000) per person and six hundred thousand dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101 et seq., Colo. Rev. Stat., as from time to time amended, or otherwise available to the City, its officers, or its employees.

XI. NON-ASSIGNABILITY

Neither this Agreement, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

XII. TERMINATION

This Agreement shall terminate at such time as the work in Section I is completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all work previously authorized and completed prior to the date of termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

XIII. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

XIV. VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

XVI. NO WAIVER

Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the City shall not constitute a waiver of any of the other terms or obligation of this Agreement.

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A and B is the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified, or changed, except as specified herein.

XVIII. SUBJECT TO ANNUAL APPROPRIATION

Consistent with Article X, Section 20 of the Colorado Constitution, any financial obligations the City not to be performed during the current fiscal year are subject to annual appropriation, and thus any obligations of the City hereunder shall extend only to monies currently appropriated and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal conflicting provisions in the Agreement establishing any monetary obligation beyond the current fiscal year.

XIX. NOTICE

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

The City: City of Northglenn
11701 Community Center Drive
Northglenn, Colorado 80233-8061

Consultant: J&T Consulting, Inc
1400 W. 122nd Avenue, Suite 120
Westminster, Colorado 80234

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

CITY OF NORTHGLENN, COLORADO

By: _____
Kathleen M. Novak, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Corey Y. Hoffmann, City Attorney

CONSULTANT:

By: James C. York
James C. York
Print Name

ATTEST:

By: Todd Yee
Todd Yee
Print Name

Principal/Secretary 9/15/08
Title Date

V.P. 9-15-08
Title Date

City's Contract # _____

Name of City's Project Manager
Cory Peterson

Attached is **EXHIBIT A “SCOPE OF SERVICES”** and **EXHIBIT B “AMOUNT OF COMPENSATION”**

Exhibit A

Task 1 Construction Contract Administration

Objectives: The City's CM will have primary responsibility for managing the construction contracts between the City and the various Contractors for the bid packages prepared by Designer, beginning with the Pre-construction Conference.

1.1 Conduct Preconstruction Conference

- 1.1.1** The CM shall conduct a Preconstruction Conference. Topics for discussion shall include , insurance requirements, permits, site conditions, schedule requirements (including all critical milestones and associated liquidated damages), submittal procedures, request for substitution, request for information (RFI), payment applications, change orders and field order procedures and other administrative procedures as deemed necessary.
- 1.1.2** CM shall prepare agendas and minutes and otherwise record the results of the preconstruction conference. The CM shall prepare and distribute meeting minutes within two weeks following meeting.

1.2 Contractor Permit Acquisition

- 1.2.1** CM shall receive and maintain copies of all permits which are required to be obtained by the Contractor.

1.3 Quality Assurance – Construction Management

Assumptions: Designer's resident engineer will participate and support the CM in executing the Quality Assurance. Designer's resident engineer will conduct periodic onsite observations of the Contractor's work to determine if the work generally conforms to the Contract and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented by the Contractor.

- 1.3.1** The CM shall have primary responsibility for enforcing the requirements of the Contract Documents
- 1.3.2** The CM shall supervise its field inspection staff, who shall prepare daily field reports, diaries or other records of their observations.
- 1.3.3** If the Designer determines that any work by the Contractor does not comply with the Contract, Designers will notify the CM. CM shall thereafter monitor and determine the acceptability of the Contractor's corrective actions. CM shall keep the City informed of relevant QA activities.

1.4 Contractor Payment Review

Assumptions: At the request of the CM, Designer shall provide recommendations to the CM as to the acceptability of the request.

- 1.4.1 Progress payments to the Contractor shall be based on the Contractor's percentage of completion of the schedule activities as set out in the Construction Schedule and the Contractor's compliance with the requirements of the Contract Documents.
- 1.4.2 CM shall receive and review the Contractor's payment requests. CM shall determine whether the amount requested reflects the Contractor's actual work progress and is in accordance with the Contract. The CM shall recommend appropriate adjustments to each payment application.
- 1.4.3 CM shall periodically prepare and forward to the City a progress payment report. The report shall state the total Contract price, payment to date, current payment requested, retainage and actual amounts owed for the current period.

1.5 Conduct Site Meetings and Prepare Construction Progress Meetings Records

- 1.5.1 The CM shall meet with the Contractor weekly, or less frequently if deemed appropriate by all parties, to discuss construction progress and common problems. The CM shall inform the Designer and other Program personnel if attendance at a specific weekly meeting is required.
- 1.5.2 The CM shall prepare, distribute, and maintain Construction Progress Meeting minutes.
- 1.5.3 CM shall provide weekly reports to the City that summarizes the weekly construction progress meeting. The weekly reports shall, at a minimum, report construction schedule status, date of completion, potential construction delays, challenges, and any mitigation plans.
- 1.5.4 CM shall prepare monthly status reports that summarize the previous month's construction activities, and include a schedule of the planned versus actual work completed, summaries of change orders and claims, and a cost summary of budgets and expenditures for construction. The report shall include Change Orders issued, pending change orders, anticipated change orders and change order amounts.

1.6 Construction Contract Change Management and Reporting

- 1.6.1 The CM shall have primary responsibility for managing the Change Order process and periodic reporting the Contract cost status to the City.
- 1.6.2 Project Cost Reports – The CM shall be responsible for preparing and distributing Contract cost reports that shall indicate actual or estimated costs compared to the Contractor's bid summary and shall make recommendations to the City for corrective action.

1.7 Receive Contractor submittals and Shop Drawings

- 1.7.1 The CM shall obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify all shop drawings, samples and submittals required by the Contract, along with the anticipated submissions dates.

- 1.7.2 CM shall receive all submittals and shop drawings from the Contractor. The CM shall screen submittals and return incomplete or inappropriate submittals to the Contractor for correction and resubmittal.
- 1.7.3 CM shall transmit appropriate submittals and shop drawings to Designer for review. CM shall coordinate reviews of Contractor's shop drawings, samples, and other submittals with the Designer.
- 1.7.4 CM shall continually track the status of all shop drawings, samples and submittals.

1.8 Review Construction Requests For Information

- 1.8.1 The CM shall provide liaison and coordination between the Contractors and Designer regarding clarifications and interpretations of the Contract Documents. CM shall coordinate all written communications among and between the Contractor, Designer and City during construction.
- 1.8.2 The CM shall receive all construction requests for information (RFI) from the Contractor. Written RFI's prepared by the Contractor and written responses to RFI's will be provided on the City's standard RFI form. CM shall initially screen RFI's (i.e., return incomplete or inappropriate RFI's to the Contractor upon consultation with the Designer).
- 1.8.3 The CM shall review and issue RFI response to the Contractor. The CM shall respond to cost components of RFI's. CM shall have the authority to respond to RFIs which do not have scope, schedule or price impacts. At the request of the CM, Designer shall provide technical review of the Contractor's RFIs or clarification of the Contract. Designer shall coordinate such review with the CM as appropriate.

1.9 Construction Field Engineering

- 1.9.1 CM shall monitor Contractor's field engineering activities to ensure compliance with the Contract Documents.

1.10 Construction Photographs

- 1.10.1 CM's inspection staff shall arrange for daily photographs of the Work in progress by the Contractor, which shall be attached to the daily reports with appropriate descriptions and time/dates.
- 1.10.2 CM shall propose a plan for taking photographs of the Work and obtain the City's approval prior to implementing the plan. The proposed plan shall be sufficiently detailed to ensure that a complete photographic record of the Contractor's activities is made, beginning with the Contractor's initial site activities and ending with completion of the Work. CM shall use digital imaging for all photographs.

Task 2 Design Engineer Services During Construction (SDC)

2.1 General Project Management of SDC

- 2.1.1 The CM shall be responsible for coordinating all Field Consultants, including, but not limited to, those consultants who perform inspection, test and survey activities.**

2.2 Identify Acceptable Materials and Manufacturer

- 2.2.1 All Initial written Requests For Substitutions (RFS) prepared by the Contractor shall be submitted to the CM.**
- 2.2.2 CM shall screen RFSs and return incomplete or inappropriate RFS to the Contractor after consulting with Designer. RFS and written responses to RFSs shall be provided on the City's standard RFS forms.**

Task 3 Quality Control

Assumptions: The Contractor shall be responsible for construction quality.

3.1 Means and Methods

- 3.1.1 The CM shall not be responsible for, nor shall the CM control the Contractor's means, methods, techniques, sequences and procedures for constructing the project.**

3.2 Provide Samples and Test Specimens

Assumptions: CM shall obtain from the Contractor a comprehensive log of required samples and test specimens and require that the Contractor provide said samples and test specimens in accordance with the contract documents. The Designer shall have the sole authority and responsibility to approve and reject the proposed samples and test specimens.

- 3.2.1 Before any work is initiated, the CM shall contact the Designer to review samples and test specimens and conduct any required testing. The CM shall not allow the Contractor to proceed with any work prior to receipt of the Designer's findings regarding the acceptability of the samples and/or test specimens.**

Task 4 Testing and Inspections

Assumptions: Designer shall review all test reports and prepare and provide deficiency reports to the CM.

4.1 Tests and Inspection

4.1.1 CM shall be responsible for technical inspection and testing for the project. The CM shall receive copies of all inspection and testing reports and shall provide copies of such reports to the Designer and the City.

4.1.2 The CM shall have sole responsibility for providing and scheduling the required specialty inspections required to comply with the requirements of applicable permits.

4.2 Geotechnical and Materials Testing

4.2.1 The City will contract with an independent firm for geotechnical testing and inspections.

4.2.2 CM shall coordinate testing schedules and transmission of test reports, findings or other information to the Contractor and the Designer.

4.3 Construction Inspection

4.3.1 The CM shall have primary responsibility for construction inspection. CM shall conduct daily on-site observations of the Contractor's work to determine if the work conforms to the Contract Documents and that the integrity of the design concept as reflected in the Contract has been implemented and preserved by the Contractor. CM shall supervise a team of qualified field inspection personnel, who will prepare daily field reports, diaries or other records of their observations.

4.3.2 CM's observation shall not relieve the Contractor from responsibility for performing the work in accordance with the Contract.

Task 5 Construction Schedule

5.1 Prepare and update Construction Schedule

5.1.1 The CM has primary responsibility for reviewing the Contractor's initial Construction Schedule and monthly updates.

5.1.2 The CM shall, on a bi-weekly basis, review the Contractor's construction progress, shall evaluate the percentage complete of each construction activity as indicated in the Contractor's updated Construction Schedule and shall review such percentages with the Contractor. This evaluation shall serve as data for input to the periodic Construction Schedule report that shall be prepared and distributed by the CM the City and Designer. The report shall indicate the actual progress compared to scheduled progress and shall serve as the basis for the progress payments to the Contractor.

5.1.3 The CM shall advise and make recommendations to the City concerning the alternative courses of action that the City may take in its efforts to achieve Contract compliance by the Contractor.

5.1.4 Upon final completion of the Contract work, the CM shall coordinate the preparation for an As-Built schedule for each Contractor.

5.2 Submit Submittal Schedule

5.2.1 CM shall receive, review and distribute the Contractor's submittal schedule and shall ensure Contractor's compliance with the submittal schedule.

5.3 Notification of Delay

5.3.1 CM shall receive, log, and notify the City about all letters and notices from the Contractor concerning claims regarding delays in the Project.

5.3.2 CM shall advise the City regarding the Contractor's compliance with the Contract requirements for such claims and disputes. CM shall assist the City in discussions with the Contractor to resolve claims and disputes.

Task 6 Change Orders

6.1 Notification of Differing Site Conditions

Assumptions: The Contractor is responsible for notifying the CM of any differing site conditions.

6.1.1 CM shall promptly notify the Designer and the City upon notification by the Contractor that a surface or subsurface condition at or contiguous to the site has been encountered that differs from what the Contractor is entitled to rely upon or from that which is indicated or referred to in the Contract Documents, or that may require a change in the Contract Documents. The CM shall receive from the Designer and transmit to the Contractor all information necessary to specify any design changes required by any differing or changed condition and, if necessary, shall prepare an appropriate change order.

6.1.2 The CM shall, as appropriate, investigate, appraise and evaluate surface or subsurface conditions that may be encountered.

6.1.3 CM shall keep the City timely informed of all notifications of delays or differing site conditions.

6.2 Construction Change Orders

Assumptions: The Designer, at the CM's request, will prepare and provide drawings, specifications and other information for proposed changes, and issue these to the CM.

6.2.1 Changes to any Contracts between the City and its Contractors shall be only by Change Orders executed by an authorized City representative. CM is not authorized to execute Change Orders.

6.2.2 The CM shall review all Contractor requested changes to the Contract price and/or time, determine the basis of the request, and assemble and evaluate information concerning the request. The CM shall provide copies of each change request to the designer and City. CM shall assist the City in negotiating the price and time impacts of change orders with the Contractor.

- 6.2.3 At the City's direction, the CM shall prepare and issue to the Contractor appropriate change order documents. The CM shall provide copies of all approved change orders to the Designer.
- 6.2.4 The CM may authorize minor variations in the work which do not involve an adjustment in the Contract price or time for construction and which are consistent with the Contract Documents. The CM shall provide copies of such authorizations to the Designer.

6.3 Evaluate Claims for Extra Work

- 6.3.1 The CM shall receive, log, and notify the City of notices from the Contractor concerning claims for extra work or other disputes between the Contractor and City.

Task 7 Construction Contract Closeout

7.1 Record Drawing Verification

Assumptions: The Contractor is required to maintain up-to-date marked-up prints of construction drawings showing all field changes and as-built conditions.

- 7.1.1 The CM shall coordinate and expedite submittals of information from the Contractor to the Designer for preparing record drawing and specifications, and shall coordinate and expedite the transmittal of such record documents to the City. The CM shall monitor the completeness of the record drawings. If necessary, reductions in progress payments shall be made to insure that record drawings are maintained by the Contractor.

7.2 Release of Liens

- 7.2.1 The CM shall coordinate with the Contractor for the submission of required warranties, guarantees, lien release and other similar documents as required by the Contract. The CM shall advise the City as to the acceptability and compliance of these documents with the Contract.

7.3 Warranty Period Assistance

- 7.3.1 As requested by the City, CM may provide assistance concerning warranty issues associated with the Project.

Task 8 Project Closeout

8.1 Substantial Completion

- 8.1.1 The CM shall determine when the project and the Contractor's Work is substantially complete in accordance with the Contract Documents. The CM will

be responsible for conducting a final walk through. In consultation with the Designer, the CM shall, prior to issuing a certificate of substantial completion, prepare a list of incomplete Work or Work which does not conform to the requirements of the Contract Documents. This list shall be attached to the certificate of substantial completion.

8.2 Final Completion

- 8.2.1** In consultation with the designer, CM shall be responsible for determining final completion, based on the CM's assessment of the Contractor's work, and its compliance with the requirements for final completion set forth in the Contract Documents.
- 8.2.2** CM shall prepare and submit to the City documents for final completion and acceptance of the work. CM shall issue documents form final completion and acceptance of the work when directed by the City.
- 8.2.3** CM shall advise the City concerning final payment, release of retention, and release of insurance and bonds.



Exhibit B

TASK 1	\$24,560.00
TASK 2	\$ 2,600.00
TASK 3	\$ 400.00
TASK 4	\$12,200.00
TASK 5	\$ 1,200.00
TASK 6	\$ 2,320.00
TASK 7	\$ 1,320.00
TASK 8	\$ 2,240.00
Miscellaneous Expenses	\$ 2,340.00
TOTAL	\$49,180.00