

FIFTH REVISED TASK ORDER NO. 1
OVER

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES – RFQ 739-21
SERVICE GROUP CATEGORY 1 – CONSTRUCTION MANAGEMENT AND INSPECTION

DATED SEPTEMBER 16, 2021

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
DUKE ENGINEERING AND ASSOCIATES "CONSULTANT"

PROJECT TITLE: Formal Bid NO. 729-20 – City Hall Renovation and Modernization

PROJECT DESCRIPTION: Construction Management and Inspection Services

SCOPE OF WORK: Per Attached Exhibit "1", Scope of Services

PERIOD OF SERVICES: Per Attached Exhibit "2", Schedule

COMPENSATION
FOR SERVICES: Per Fee Schedule - Not to Exceed \$789,500.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

DUKE ENGINEERING AND ASSOCIATES

By: _____
Jason Caudle
City Manager

By: _____
Jennifer Duke
President

Date: _____

Date: _____

Approved by Dept. Head: _____

APPROVED AS TO FORM:

Allison E. Burns, Esq.
City Attorney

EXHIBIT “1”

SCOPE OF SERVICES

The work to be performed under this task order shall include:

- A. Task Order 1 – Scope of Services
- B. Revised Task Order 1 – Scope of Services
- C. Second Revised Task Order 1 – Scope of Services
- D. Third Revised Task Order 1 – Scope of Services
- E. Forth Revised Task Order 1 – Scope of Service
- F. Fifth Revised Task Order 1 – Scope of Services

EXHIBIT "1-A"

EXHIBIT 1: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

Consultant shall provide Construction Management and Inspection Services for the construction of FB 729-20, City Hall Renovations, and supplement staff to act as:

- Construction Manager (Referred to herein as “Construction Manager (CM) Engineer” or “CM Engineer”)
- Office Engineer
- Lead Inspector
- Field Inspectors

Services include, but are not limited to Construction Management General Services, Construction Management Services, Construction Inspection Services, and Construction Closeout Activities. For reference, see FB 729-20 Construction Contract Documents (plans, specifications and bid schedule).

TASK 1 CONSTRUCTION MANAGEMENT GENERAL SERVICES

1.1 Project Controls System Development

a. Purpose:

To develop an integrated cost and schedule information system to provide up to date and accurate information regarding schedule, budgets, expenditures, and change orders to Construction Management (CM) ENGINEER, managers, contractors, and City staff.

The master schedule of the Project Controls System (PCS) will enable critical activities and interrelationships between the contractors, suppliers, the CITY, the CITY’s Project Manager, environmental monitors, utility companies, and construction manager (including its subcontractors) to be monitored efficiently during the construction phase of the project. The master schedule will identify permit constraints, work area restrictions and other known work and/or coordination constraints.

The cost-monitoring element of the PCS will enable project-wide monitoring of expenditures for comparison with the original budgets and budget updates resulting from change orders processed during the life of the project. Monthly reporting will enable accurate cost forecasting at any time.

The automation of the above information will enable timely analysis, intervention, and decision making to enable efficient control of the project.

b. Approach:

CM ENGINEER will develop the PCS using software similar to Primavera P6, SureTrak, Microsoft Project, *Word* and *Excel* software. A master schedule will be developed summarizing all significant activities of project related entities including the contractor, equipment suppliers, the CITY project manager, and the construction manager. The schedule will be structured to include the following:

- Primary contractor work activities, including major submittals required to accomplish the work.
- Principal work activities of the CM ENGINEER's construction manager, the CITY's project manager, contractors, and suppliers.
- Activities necessary for regulatory compliance.
- Activities related to utility relocations.
- Relationships between submittals, approvals, procurement, and delivery of materials.
- Milestones associated with permitting and approvals.
- Any activity requiring coordination with the CITY, and other local utility/regulatory agencies.
- Substantial and final completion dates.

The cost accounting format will use a work breakdown structure and cost categories that will be compatible with the CITY's cost accounting system. The work breakdown structure will be based on contractor's activities and will provide the basis for cost-loading activities in the schedule.

c. Assumptions:

1. The CITY will provide a description of the CITY invoicing requirements and guidelines for project work breakdown structure and cost reporting format.
2. CITY will provide copies of all consultant contracts including scope of services and budgets.

d. Deliverables

1. Implementation of Project Control System.
2. Draft master project schedule.
3. Initial master project schedule following review and approval by the CITY.

4. Initial project cost.

e. Payment

Payment for Task 1.1 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.1 as required in this Scope of Work.

1.2 Weekly, Monthly Project Progress Meetings and Reports

a. Purpose:

To apprise CITY management and other stakeholders of CM ENGINEER's activities under this contract via written report and monthly meeting.

b. Approach:

CM ENGINEER will provide a brief written report covering a summary of the status and expenditures associated with each of the tasks described in this scope of work; including highlights of any unusual contractual issues that arise during the reporting period and a listing of approved work that is beyond the boiler plate scope with a determination of who is responsible for the associated additional costs (contractor, project, etc.).

CM ENGINEER will schedule monthly progress meetings, which will provide for discussion of progress reports and issues related to (a) this agreement and (b) the construction agreements.

c. Assumptions:

1. The project monthly progress report will be provided throughout the contract period for an estimated duration of 16 months.
2. A regular monthly meeting date and time will be established. Meeting date is typically the first week of each month, the same day of the week, i.e., Monday, Tuesday, etc.
3. Written progress reports will be provided to the CITY at least 5 working days in advance of each progress meeting.
4. CITY to submit proposed changes/amendments to the monthly progress reports, in writing, to CM ENGINEER for its use.
5. Additional project budget expenditures determined to be the responsibility of the **contractor** will be addressed quarterly with adjustments being made to progress payments.

d. Deliverables

1. Monthly project progress report.
 2. One-page summary report.
 3. Monthly progress review meetings with minutes/summaries.
- e. Payment

Payment for Task 1.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.2 as required in this Scope of Work.

1.3 Document Management System

- a. Purpose:

To establish a system for the timely logging, filing, and tracking of project related correspondence to assure timely responses, and provide a record of communications to enable efficient retrieval and establish the chronology of events for use in dispute resolution.

- b. Approach:

CM ENGINEER will set up a document tracking system; using software similar to Primavera *Expedition* to maintain project files.

- c. Assumptions:

1. Actual logging, filing, and tracking of project information will be performed under separate tasks and subtasks.
- 2.

- d. Deliverables

Implementation of a computerized document management system that includes written procedures for use of the CM ENGINEER project team

- e. Payment

Payment for Task 1.3 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.3 as required in this Scope of Work.

1.4 Sub-Consultant Management

a. Purpose

To coordinate and manage sub-consultant services contracted with CM ENGINEER. Sub-consultants include inspectors, surveyors, landscape architects, materials testing consultants, biologists, and /or others secured at reasonable rates.

b. Approach

CM ENGINEER will coordinate and manage the utilization of sub-consultants for the CITY in order to comply with the terms of the contract documents and the requirements of regulatory agencies.

CM ENGINEER will work with consultants contracted directly with the CITY. CM ENGINEER will review and approve invoices provided by CITY consultants and forward said invoices to the CITY for processing and payment.

c. Assumptions

1. The CITY will retain final approval rights over invoices for CITY contracted consultants.
2. All costs associated with CM ENGINEER's sub-consultant services will be billed to the CITY in conjunction with CM ENGINEER's services on a monthly basis.

d. Deliverables

1. Copies of all sub consultant reports. Original reports will remain with CM ENGINEER until project closeout, at which time all originals will be forwarded to the CITY with the project documentation.
2. Copies of all sub-consultant invoices billed through CM ENGINEER.
3. Original invoices reviewed and approved by CM ENGINEER for CITY contracted consultants.

e. Payment

Payment for Task 1.4 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.4 as required in this Scope of Work.

1.5 Construction Management Plan

a. Purpose

To provide the CITY and CM ENGINEER with uniform procedures and standards for the administration of the construction contract.

b. Approach

CM ENGINEER will develop a procedures manual that is usable for the construction project

c. Assumptions

The final project manual will be bound in a three-ring binder to facilitate future revisions.

d. Deliverables

1. Draft project manual for review by the CITY. CM ENGINEER will provide two (2) copies of the draft.
2. After review and comments, provide two (2) copies of final project manual to the CITY.

e. Payment

Payment for Task 1.5 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.5 as required in this Scope of Work.

1.6 Pre-construction Walk Through

a. Purpose

To review, document and agree to the existing conditions of the project site and neighboring area conditions prior to the start of construction.

b. Approach

Prior to the issuance of a Notice to Proceed, CM ENGINEER, the Contractor, CITY and the Cities representatives will walk the entire project and record existing conditions via a written log, still photographs, and video where required. CM ENGINEER will provide copies of all documentation to the Contractor and the CITY. CM ENGINEER will keep documentation originals in the project files until project completion.

c. Assumptions

Project walk will not take longer than two days with approximately the same amount of time to log, file and copy the information.

d. Deliverables

A written log, still photographs and any videotape depicting existing site conditions, as recorded prior to the start of construction.

e. Payment

Payment for Task 1.6 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1.6 as required in this Scope of Work.

TASK 2 CONSTRUCTION MANAGEMENT SERVICES

CM ENGINEER, on behalf of the CITY, will provide construction management services for administration of the construction contract in conformance with the requirements set forth in the 2021 Greenbook Standard Specifications City Building Permit requirements. Construction Management services will encompass the Quality Assurance and enforcement of all construction contract requirements. CM services are to be provided to enforce construction contract requirements.

2.1 Pre-construction Conferences

a. Purpose:

To provide a forum for all essential project participants to meet prior to the start of work. This meeting will outline the CITY's administration of the contract, introduction of the participants, and record all comments and questions submitted by the contractor. Provides an understanding of the procedures to be used on the project and what the Contractor can expect from the CITY and its consultants.

b. Approach:

CM ENGINEER will schedule, prepare the agenda, chair and take minutes of the pre-construction meeting. The meeting will outline project specifics and inform the Contractor of project administration procedures.

c. Assumptions:

1. The CITY will provide the meeting venue.
2. The CITY will assist CM ENGINEER in developing the attendee list.
3. CM ENGINEER will prepare a draft agenda for CITY approval prior to the

meeting.

d. Deliverables

1. Written agenda and minutes of pre-construction conference.
2. Electronic copies of pre-construction meeting minutes to the attendees.
3. Review and comment on contractor's base-line schedule.
4. Establish ground rules of coordination & communications with contractor and CITY concerning the processing and reviewing of submittals and RFI's.
5. Enforcement of Labor Compliance Requirements
6. Enforcement of Quality Assurance Program
7. Discussion of environmental permits requirements.
8. Discussion of utility company requirements.

e. Payment

Payment for Task 2.1 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.1 as required in this Scope of Work.

2.2 Communications and Correspondence

a. Purpose:

To provide for and/or facilitate effective communication, on behalf of the CITY and Cities, and among all stakeholders in the administration of the construction contract.

b. Approach:

CM ENGINEER will obtain all pertinent information as required to develop a project directory of all key personnel and stakeholders working on the project. CM ENGINEER will develop a graphic chart indicating the proper flow of correspondence. CM ENGINEER will log all information received from the Contractor and others, in *Expedition*. Lastly, CM ENGINEER will prepare and/or forward appropriate responses, obtaining CITY approval when required.

c. Assumptions:

1. The CM ENGINEER Correspondence Log will be used for all correspondence received from the CITY, the Contractor and others.

2. All original correspondence will remain with the CM ENGINEER project files. Only copies will be distributed, with the exception of shop drawing submittals.
 3. The CM ENGINEER project files will be turned over to the CITY upon the conclusion of the project.
- d. Deliverables
1. Communication flow chart.
 2. Written logs of information received from the CITY, the Contractor, testing firm, citizens and/or others.
- e. Payment

Payment for Task 2.2 shall be included in the Task 1 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.2 as required in this Scope of Work.

2.3 Project Changes and Construction Change Order Management

- a. Purpose:
1. To review proposed changes to the project and determine if the change is necessary and/or beneficial to the project, and if such changes constitute a change order.
 2. To provide a system for logging and tracking all changes on the project.
 3. To provide the CITY with assurance that the Contractor is not presenting requests to be paid for additional work included in the original contract.
 4. To assure the CITY that the associated extra work costs and time extension requests are fair and reasonable to both the CITY and the Contractor.

b. Approach:

CM ENGINEER will review potential changes to the project for contractual and technical merit, prepare independent cost estimates and schedule analysis of work, discuss proposed changes with CITY, and negotiate change order costs with the Contractor. CM ENGINEER will prepare change orders with all required support documentation for execution by the CITY. CM ENGINEER will keep the CITY informed of cumulative changes in project cost and project duration. CM ENGINEER will negotiate change orders on behalf of the CITY and will use the following approach in assisting & coordinating the process with the CITY:

Requests for Changes by the CITY

1. CM ENGINEER will forward a Request for Quote (RFQ) to the Contractor for pricing and stipulation of proposed time extension, if requested work can be shown to impact the project's critical path. The RFQ shall contain a description of the extra work to fairly price the work.
2. CM ENGINEER will prepare an independent cost estimate of the extra work.
3. CM ENGINEER will review the cost quote from the Contractor for completeness, negotiate cost and time extension requests as required and, obtain CITY concurrence throughout the process. Obtain CITY authorization for proceeding with the change, based on definitive cost and time extension values.
4. Should CM ENGINEER and the Contractor be unable to negotiate a reasonable price, the CITY will be consulted prior to directing the work via alternative contract change options such as proceeding on a time and material basis or proceeding by force account.

Requests for Changes by Contractor

1. CM ENGINEER will review requests of proposed cost and/or time impacts for merit. If CM ENGINEER determines the request fails on merit, the Contractor will be informed of the reasons why the request is denied. Should CM ENGINEER determine the request has merit; CM ENGINEER will proceed with steps 2 and 3.
 2. CM ENGINEER will prepare an independent cost estimate and schedule analysis of the work.
 3. CM ENGINEER will negotiate extra work cost and time extensions with the Contractor.
 4. CM ENGINEER will prepare change order documents for approval and execution by the CITY.
- c. Assumptions:
1. CM ENGINEER will have authority to make minor changes to work that it determines to have no cost or time impacts to the construction project.
 2. CM ENGINEER will be allowed to use their own judgment regarding how best to handle cost negotiations with the Contractor, but will keep the CITY informed throughout the process.
 3. CM ENGINEER will prepare official change order documentation to be processed with the Contractor's regular application for payment.

4. CM ENGINEER will transmit electronic copies (MS Word *.doc files) of change order documentation to the City's capital project construction group.
 5. CM ENGINEER will obtain final approval of all project cost and/or project time changes from the CITY prior to authorizing the Contractor to proceed with changes.
- d. Deliverables
1. Perform quantity and cost analysis as required for negotiation of change orders
 2. Analyze additional compensation claims that are submitted during the construction period and prepare responses.
 3. Perform claims administration including coordinating and monitoring claim responses, logging claims and tracking claim status.
 4. Change Order documentation ready for approval and execution by the CITY.
- e. Payment

Payment for Task 2.3 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.3 as required in this Scope of Work.

2.4 Monthly Construction Progress Reports

a. Purpose:

To keep the CITY apprised of the project status during the prescribed construction period.

b. Approach:

CM ENGINEER will prepare a monthly report that provides construction status to the CITY and other involved parties. The monthly report shall contain the following:

1. Status of contractor's schedule and what the contractor is doing to maintain or catch up if the schedule has slipped. While the focus will be on critical path items, other items that might become critical will be discussed in the report.
2. Construction and Construction Manager's costs incurred for the month.
3. Cash flow projections for both the Contractor and Construction Manager.
4. Identify actual and potential problems associated with the construction project and consult with the City Project Manager.

5. Evaluate Cost Reduction Incentive Proposals (CRIP) and provide recommendations to the Engineer for acceptance or denial.
6. Potential Issues, pending change orders and executed change orders.
7. Photographs to show construction activities and for clarity regarding special issues.
8. Other information deemed necessary for the CITY to have a concise understanding of the construction Projects.

c. Assumptions:

The CITY will assist CM ENGINEER in the initial formatting of the first report

d. Deliverables

1. Monthly progress report.
2. One-page summary report for distribution to Senior CITY staff or elected officials.

e. Payment

Payment for Task 2.4 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.4 as required in this Scope of Work.

2.5 Schedule Monitoring

a. Purpose:

To monitor and review the Contractor's schedule, after acceptance of the baseline schedule, to ensure that the project is not being delayed over issues within the control of the Contractor

b. Approach:

CM ENGINEER will develop procedures, using available software, to review the Contractor's monthly schedule updates for logic, duration, and resource changes. CM ENGINEER will notify the Contractor of discovered changes and document the Contractor's response, for the record. CM ENGINEER will keep the CITY informed of the Contractor's current construction schedule.

c. Assumptions:

Contract specifications will require the Contractor to use Critical Path Method (CPM) scheduling tools/software. The preferred scheduling software is P6 or Sure Trak by Primavera. Schedules presented in Gantt charts will not be accepted.

d. Deliverables

1. CM ENGINEER will prepare and transmit to the Contractor schedule review comments.
2. Monthly review of contractor's schedule updates and provides a summary to CITY on schedule status and impact of changes to completion date.
3. Monitor and facilitate utility coordination with various utility companies and the Contractor. In corporate relocations in the schedule and report any delays and impacts to the completion date.

e. Payment

Payment for Task 2.5 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.5 as required in this Scope of Work.

2.6 Cost Monitoring

a. Purpose:

To provide the CITY with a system that is easy to understand and provides up-to-date cost information for making timely decisions.

b. Approach:

Using a combination of software like *Expedition* and *Excel*, CM ENGINEER will generate spreadsheets and graphs for the purpose of monitoring anticipated and actual cost outlays.

c. Assumptions:

The CITY will provide direction regarding desired cost monitoring information and report formats.

d. Deliverables

1. Monthly cost monitoring reports in a format to be determined.
2. Monthly progress report for the CITY describing key issues, cost vs. budget status, and schedule status.

e. Payment

Payment for Task 2.6 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all

labor, equipment, materials and incidentals for performing Task 2.6 as required in this Scope of Work.

2.7 Progress/Coordination Meetings

a. Purpose:

To provide a forum for the review of the project status, the look-ahead schedule including activity sequence and duration, schedule for delivery of long lead items, outstanding RFIs, submittals, and other project issues.

b. Approach:

CM ENGINEER will conduct weekly progress/coordination meetings, to be attended by the CITY, the Contractor, CM ENGINEER and other invitees. CM ENGINEER will request the CITY, and the Contractor to submit agenda items for the meetings. Using the proposed agenda items and agenda items developed in house, CM ENGINEER will prepare a comprehensive agenda for the meeting and distribute the agenda to all parties scheduled to attend. Following the meeting, CM ENGINEER will distribute meeting minutes, requesting either the concurrence of those who attended, or suggested corrections to the minutes. Minutes will be filed as either approved or amended.

c. Assumptions:

1. The CITY's and Contractor's staffs will be able to meet on a regular basis with minimal absences.
2. The meeting room will be able to seat a minimum of 15 people.
3. Meetings will not take place more than once a week and will not last longer than one hour.
4. The Contractor will submit a look-ahead schedule (2 or 3 week) at each meeting.

d. Deliverables

1. Agenda with status of open items from previous meetings.
2. Meeting minutes, for review, with action items noted.
3. Amended meeting minutes, if required.
4. Submittal, Issues log, Change Order log and RFI and RFQ working logs.

e. Payment

Payment for Task 2.7 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all

labor, equipment, materials and incidentals for performing Task 2.7 as required in this Scope of Work.

2.8 Monthly Construction Progress Reports

a. Purpose:

To verify that the Contractor's request for payment does not represent more than an amount that is reasonable for the work done on a monthly basis. To prepare progress payment recommendations on behalf of the CITY for work completed and materials stored on hand (if allowed).

b. Approach:

CM ENGINEER will review and approve the Contractor's monthly progress based on the percentage of work activities complete. The Contractor will submit a certified application for payment to CM ENGINEER for final review. Once approved, CITY will prepare a payment application certificate, using software similar to Excel, for approval and execution by the CITY.

c. Assumptions:

1. The CITY will make payments in accordance with the contract stipulations and State Law to the Contractor once each month.
2. The CM ENGINEER will use software that is acceptable to the CITY for use preparing progress payment application certificates.

d. Deliverables

1. Contractor's certified application for payment.
2. Progress payment request documents suitable for approval and execution by the CITY.

e. Payment

Payment for Task 2.8 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.8 as required in this Scope of Work.

2.9 Safety

a. Purpose:

To review the Contractor's work site safety and notify the Contractor of unsafe conditions, as observed. Implement the CAL OSHA Safety Orders requirements for providing safe work site conditions.

b. Approach:

CM ENGINEER will observe contractors' work area. Contractor is to be informed if unsafe work conditions and/or areas are observed. Immediate shutdown of contractors' work may be required if conditions endanger property and/or life. Random attendance of contractor's tailgate meeting. CM ENGINEER will conduct its own bi-weekly staff safety meeting to discuss specific safety procedures and issues relating to current or upcoming construction activities requiring unique safety procedures.

c. Assumptions:

1. Contract document requires Contractor to submit its safety program and safety officer prior to the start of work
2. Contract documents or Contractor's safety program requires contractor to submit accident reports.
3. CM ENGINEER assumes no responsibility for safety of Contractor's work areas.
4. CM ENGINEER assumes no responsibility for implementation of Contractor safety program or its construction means and methods.

d. Deliverables

1. Accident reports from Contractor.
2. Bi-weekly safety meeting minutes
3. Copies of safety issues discussed during contractor's tailgate meetings.

e. Payment

Payment for Task 2.9 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.9 as required in this Scope of Work.

2.10 Payment Submittal Management and Review

a. Purpose:

To provide an efficient means of processing and reviewing submittals, including working drawings, shop drawings, product data, sample and other items furnished in accordance with Specifications, from the Contractor and forwarding applicable submittals to the CITY as may be appropriate.

b. Approach:

Using software similar to *Expedition*, CM ENGINEER will develop a comprehensive submittal list for distribution to the Contractor and the CITY. CM ENGINEER will update and submit status submittal logs for review at each coordination meeting. CM ENGINEER will work with the Contractor and the CITY (where applicable) to encourage timely submission, review and approval of submittals as outlined in the Contract Documents, prior to inclusion of submitted materials in the progress of the work. In addition, CM ENGINEER will perform the engineering reviews and approvals for working drawings and calculations provided by the Contractor in accordance with 2021 Greenbook Standard Specifications and within the review timeframes as specified in the applicable sections of the contract documents and specifications. The following steps will be taken in reviewing the Contractor's submittals:

1. Log all submittals by Specification Section.
2. Ensure that the Contractor has provided a complete submittal, coordinated with the work of other trades, and that all deviations have been noted. Submittal is returned to the contractor if it is not complete.
3. Construction Manager reviews submittal for general compliance with the specification.
4. Applicable Submittals are forwarded to the CITY for formal review. Submittal status is logged.
5. Submittals sent to the CITY are returned to CM ENGINEER. Submittal status is logged.
6. CM ENGINEER to perform engineering review of submittals, including but not limited to, working drawings and calculations furnished in accordance with 2021 Greenbook Standard Specifications.
7. Approved submittals are returned to the Contractor for use in work. Submittal status is logged.
8. CM ENGINEER to inform Contractor if a re-submittal is required.

c. Assumptions:

1. CM ENGINEER will not be responsible for errors or omissions in submittal lists.
2. Coordination and submission of submittals in accordance with requirements of the contract is the responsibility of the Contractor.
3. CITY will provide a listing of submittals to be reviewed by the CITY's Project Manager or other CITY staff.

4. CM ENGINEER will not make an exhaustive review of Contractor's submittals except as noted above.
 5. CM ENGINEER will forward to the Designer all submittals designated by the CITY to be reviewed and approved by Designer. These submittals are typically for pre-manufactured materials and assemblies specified in the Contract.
- d. Deliverables
1. Submittal status log.
 2. Check Calculations, where required.
 3. Copy of all approval letters, approved working drawings, submittals and final submittal log.
 4. Request for Information (RFI) Management
- e. Payment

Payment for Task 2.10 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.10 as required in this Scope of Work.

2.11 Request for Information (RFI) Management and Review

a. Purpose:

To provide an efficient means of processing Requests for Information (RFIs) submitted by the Contractor. The efficient management of RFIs permits timely communication between the CM and the Contractor.

b. Approach:

CM ENGINEER will receive, log and review all RFIs for completeness and verify the question is reasonable and understandable. CM ENGINEER will provide a short technical review of the RFI to determine if the issue is addressed adequately in the contract documents. CM ENGINEER will return the RFI if the question is unclear or, in the opinion of CM ENGINEER staff, the answer is contained in the contract documents, noting where the requested information can be found in the contract documents. CM ENGINEER will track RFIs, using the software similar to Expedition, and facilitate the timely response from the CITY.

c. Assumptions:

The CM will respond with an answer to all RFIs within the contract stipulated time period for response. Facsimile or e-mail will be used to forward RFIs to the CITY and return responses to the Contractor, with original documents to follow

d. Deliverables

1. Comprehensive log of all outstanding RFIs and their status.
2. Prepare responses to RFI's related construction issues
3. Transmit design related RFI's to CITY Project Manager.
4. Conduct meetings with the Contractor and other parties as needed to discuss and resolve RFI's.

e. Payment

Payment for Task 2.11 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.11 as required in this Scope of Work.

2.12 Document Management

a. Purpose:

To provide the CITY with an electronic means of tracking all documents exchanged between the parties involved in the construction of the project.

b. Approach:

CM ENGINEER will use software similar to Primavera *Expedition* and the CM ENGINEER File Documents will be scanned into the document control system and attached to the file index categories. All documents will be filed as an electronic file and hardcopy.

c. Assumptions:

1. CM ENGINEER will use software similar to Primavera *Expedition*.
2. The CITY may or may not use the chosen software

d. Deliverables

1. Comprehensive logs of all documents in the project files (electronic and hardcopy). Electronic files shall not require special software to read or access.
2. All hardcopy project documents exchanged on the project between the various parties.
3. Establish and process project control documents to include:
 - Daily inspection and Resident Engineer's diaries

- Weekly News Letter and Weekly Statement of Working Days
- Monthly progress report and monthly progress pay estimate
- RFI's, Submittals
- Correspondences with Contractor, Permitting Agencies, Utility Companies, Regulatory Agencies, and other stake holders
- Survey requests and survey notes
- Materials receipts, materials testing results, and certificate of compliance
- Mix designs for PCC, CTPB, AC, AB

e. Payment

Payment for Task 2.12 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.12 as required in this Scope of Work.

2.13 Review Certified Payroll

a. General

City will contract separately with a Labor Compliance company to verify certified payrolls and conduct employee interviews. CM to coordinate with the Contractor on providing certified payroll reports in conformance with the provisions of the contract and applicable State and Federal Law.

b. Payment

Payment for Task 2.13 shall be included in the Task 2 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2.13 as required in this Scope of Work.

TASK 3 CONSTRUCTION INSPECTION SERVICES

3.1 Inspection and Documentation

a. Purpose:

To provide the CITY with Capital Improvement Program (CIP) Inspection Services and documentation of construction activities, duration of activities, manpower and equipment allocation, inspections for contract compliance, and work conditions. The City shall provide Building and Safety inspections for the permit.

b. Approach:

CM ENGINEER will provide experienced and qualified inspectors. Inspectors will document the Contractors' daily activities, manpower loading, on-site equipment and items considered pertinent to the project. Construction contractor may be working on site 24 hours per day. CM services are to be provided to enforce the construction contract requirements. CM ENGINEER will coordinate and manage the utilization of CM ENGINEER's inspectors for the purpose of providing daily inspections and/or special inspections as deemed necessary and beneficial for proper completion of the project, or, at the CITY's direction, CM ENGINEER will negotiate and enter into sub-consultant agreements with qualified inspectors including special inspectors, as needed.

c. Assumptions

1. CM ENGINEER shall provide inspectors who are certified, experienced and qualified for the inspection and contract compliance as required.
2. All inspections will be within the project limits.

d. Deliverables

1. The Inspectors will ensure compliance with all aspects of this construction contract by continuously monitoring, evaluating, approving or rejecting the contractor's work in accordance with the approved construction contract.
2. CM ENGINEER Inspector's daily and/or special inspection reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project. Copies of these daily reports will be submitted on a weekly basis or upon request.
3. Take and maintain digital photographs and videos as necessary to provide documentation of construction activities. All photos will be logged, dated and kept at the field office in a bound folder (hard copies and CD copy).
4. Verify field measurements for compliance with contract plans and specifications and provide quantity calculations for progress payments.
5. Continue to update an As-Built set of plans and review contractor's marked set.
6. Conduct weekly project meetings, prepare and distribute to all designated parties.
7. Review the updated construction schedule and maintain record.
8. Review laboratory, shop and mill test reports of materials and equipment, and coordinate with the CITY as required, to ensure compliance with contract and to guard against defects and deficiencies in the project work.

9. As appropriate, require special inspection or testing, or make recommendations to the CITY regarding special inspections or testing of work not in accordance with the provisions of the contract documents whether or not such work is fabricated, installed or completed. Subject to review by CITY, Inspector may reject work which does not conform to the provisions of the contract and approving agencies.

10. Establish and process job control documents including:

- Daily inspection diaries
- Weekly CM Newsletter
- Monthly construction progress payment
- Request for information
- Materials receipts
- Weigh master certificates
- Materials submittals
- Weekly statements of working days
- Construction change orders
- Review of certified payrolls

e. Payment

Payment for Task 3.1 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.1 as required in this Scope of Work.

3.2 Materials Testing, Construction Testing & Quality Assurance Program (QAP)

a. Purpose:

To provide project site and laboratory testing of construction materials used in the project for the purpose of determining quality and acceptability of materials and workmanship incorporated into the project and in compliance with the contract documents.

b. Approach:

CM ENGINEER will coordinate and manage the utilization of the materials and testing laboratory for the purpose of providing laboratory and field-testing of

materials in accordance with test methods and frequencies specified in the contract documents.

c. Assumptions:

1. CM ENGINEER shall provide material testers and laboratory technicians who are experienced and qualified for the inspection required.
2. CM ENGINEER will insure the implementation of the Quality Assurance Program for source inspections, materials acceptance, and special inspections as required by the contract.
3. All material testing, materials acceptance and special inspections will be within the project limits or as required by the contract.
4. Contractor must formally request testing in writing. If no formal request is made (at what time), the CM will ensure the contractor will stop the effected work until testing is complete and materials are deemed acceptable.

d. Deliverables

1. Laboratory test reports maintained in the CM ENGINEER project files and turned over to the CITY at the completion of the project.
2. Summary sheet of all test reports submitted by others to substantiate compliance with contract documents.
3. Summary sheets of all Certificates of Compliance or source release tags furnished by the Contractor along with the applicable delivered materials at the job site.
4. Testing summary sheets.
5. Coordinate source inspections and special inspections as required by the contract document and the Quality Assurance Program.

e. Payment

Payment for Task 3.2 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.2 as required in this Scope of Work.

3.3 Review and maintain “As Constructed Schedule”

a. Purpose:

To track contractor’s progress during construction of the project.

b. Approach:

CM ENGINEER will use the daily inspection reports prepared by CM ENGINEER inspectors, the contractors' schedule, site observations, and other sources of information, to track and document the contractor's actual progress. The contractor's baseline critical path schedule or most recent accepted update will be used as a basis for comparing planned versus actual progress. The CPM software described in Section 3 will be used to track the contractor's progress and build a schedule based on the contractor's activities.

c. Assumptions:

Monitoring will be on a continuous basis and the "as constructed" schedule will be updated monthly.

d. Deliverables

An "As Constructed Schedule" with one electronic file (readable by software used by the CITY) and one hardcopy.

e. Payment

Payment for Task 3.3 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.3 as required in this Scope of Work.

3.4 Maintain Photographic and Video Records of Construction Progress

a. Purpose:

To provide the CITY with a photographic record of the project, before, during and after construction.

b. Approach:

Using 35mm and/or digital photography, and construction video recording cameras, CM ENGINEER will record the Contractor's progress during construction on a daily basis or otherwise as approved by the CITY. Care will be taken to record all items and/or conditions that have or may have a bearing on claimed extra work. Still photographs will be labeled with captions indicating subject matter, date taken, and any description required to further clarify the item/issue being photographed.

c. Assumptions:

All photographs will remain at the CM ENGINEER office until the end of the project. Video will be recoded and saved as part of the project records.

d. Deliverables

1. A detailed photographic history of all phases of the project will be maintained in an album and the photographs will be indexed for ease of retrieval. Each photograph will be labeled as to location, direction of view, date, time, and description of work. Photos will include, but not be limited to, the following:
 - Showing existing conditions prior to construction
 - When opening or changing a detour
 - Barricade placement
 - Disputed work item
 - Work that has to be duplicated, replaced or removed
 - Completed work
 - Extra work

e. Payment

Payment for Task 3.4 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.4 as required in this Scope of Work.

3.5 Review and Maintain “As Built” Drawing

a. Purpose:

Review and Maintain “As Built” Drawings

b. Approach:

CM ENGINEER will monitor the contractor’s required record drawings on a monthly basis. In addition to monitoring the contractor’s drawings, CM ENGINEER will maintain a copy of the contract plans for the project. CM ENGINEER will ensure that items that may not normally be shown on the contractor’s set of record drawings, but are of importance to the CITY are included in the as-built drawings. This information is not necessarily construction related, but is project related and may be important in future maintenance and/or construction projects.

c. Assumptions:

1. Contract documents will require contractor to prepare redline as-built drawings to reflect as- built conditions during the course of construction.

2. The CM ENGINEER will be responsible for ensuring the contractor maintains red line changes and will be responsible for making redline changes to one complete set of plans.
3. CM ENGINEER will assist in answering questions regarding the red line drawings, providing sketches or other clarifications to the CITY's Project Manager for preparation of final as built record drawings.

d. Deliverables

One set of marked up contract drawings. This set will be in addition to the contractor's marked up set of contract drawings.

e. Payment

Payment for Task 3.5 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.5 as required in this Scope of Work.

3.6 Final Inspection and Punch-list

a. Purpose:

To identify elements of construction requiring correction prior to final acceptance by the CITY.

b. Approach:

CM ENGINEER will perform a project inspection of the completed construction following substantial completion. During the inspection, the CM ENGINEER will develop a list of contract work requiring correction or rework. The written list of deficient work (punch-list) will be delivered to the CITY and CONTRACTOR within three (3) working days of the final inspection. The final punch-list will include items to be corrected that were identified previously during the course of construction.

c. Assumptions:

1. The CITY will identify any key CITY or other agency personnel (Fire Department, County Health, etc.) to be included in the final inspection.
2. CM ENGINEER will contact and schedule all required final inspection personnel 48 hour prior to the final inspection.
3. CM ENGINEER will prepare the final punch-list.

d. Deliverables

Final punch-list

e. Payment

Payment for Task 3.6 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3.6 as required in this Scope of Work.

3.7 Final Acceptance – Punch List Assistance

a. Purpose:

To provide the CITY with reasonable assurance that the work of the project has been completed in compliance with the general intent of the contract documents.

b. Approach:

CM ENGINEER will coordinate a walk-through with the CITY and the Contractor. CM ENGINEER, with assistance from the CITY, will prepare a punch list indicating all deficiencies and/or omissions noted in the walk-through. CM ENGINEER will then forward the punch list to the Contractor for correction of the work in accordance with timelines defined in the contract. CM ENGINEER, in conjunction with the CITY as necessary, will inspect items on the punch list once the Contractor has notified the CM ENGINEER that the work is complete. Completed items on the punch list will be signed off by the CM ENGINEER. Upon completion of the punch list work the CM ENGINEER will notify the CITY that the work is complete and forward a copy of the completed punch list.

c. Assumptions:

CM ENGINEER will provide a preliminary punch list of outstanding work items to the Contractor. CM ENGINEER will ensure all punch list items are completed prior to requesting a final walk-through from the CITY.

d. Deliverables

Completed and signed-off punch-list submitted to the CITY with the closeout documents.

e. Payment

Payment for Task 3.7 shall be included in the Task 3 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all

labor, equipment, materials and incidentals for performing Task 3.7 as required in this Scope of Work.

TASK 4 – CONSTRUCTION CLOSEOUT ACTIVITIES

4.1 Contract Closeout

a. Purpose:

To provide the CITY with final closeout documentation, including any permit completion documentation.

b. Approach:

CM ENGINEER will turn over all project files, contract correspondence and documents including final logs at time of project completion.

c. Assumptions:

CITY will file final Notice of Completion and Acceptance of Work.

d. Deliverables

1. Notice of Completion form for CITY.
2. Notices of Completion for any Permits, including “duplicate” permits for project and documentation showing the NOT has been recorded.
3. Copy of the Contractor’s performance bond, good for the warranty period.

e. Payment

Payment for Task 4.1 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.1 as required in this Scope of Work.

4.2 Project As-Built Drawings

a. Purpose:

To provide the CITY with accurate record drawings indicating all changes and as- built conditions.

b. Approach:

In addition to monitoring the Contractor's record drawings, CM ENGINEER will maintain a copy of up-to-date contract plans for the purpose of aiding the CITY's Project Manager in final review of the record drawings.

c. Assumptions:

1. The Contractor will be responsible for preparing the record drawings in both reproducible and electronic formats.
2. CM ENGINEER will assist the CITY's Project Manager in review and final approval of the as-built record drawings.

d. Deliverables

One set of contract drawings indicating recorded changes to the contract, as maintained by CM ENGINEER. This set will be in addition to the Contractor's marked up set of contract drawings. Provide one copy of the revised Mylar drawings. The design consultant will prepare the record drawings for the project.

e. Payment

Payment for Task 4.2 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.2 as required in this Scope of Work.

4.3 Final Payment

a. Purpose:

To provide the CITY with the final contract cost and final balance due the Contractor. Also prepare Report of Expenditures including all necessary attachments.

b. Approach:

Following completion of the contract work, CM ENGINEER will determine the final quantities and cost of all outstanding unit price work and all outstanding approved change order work. CM ENGINEER will prepare for the CITY and the Contractor, a final balancing change order quantifying the final contract amount. Contractor will include amount of final balancing change order in submission of last certified application for payment, submitted to CM ENGINEER. Once approved, CM ENGINEER will forward application for payment to the CITY for final approval and processing.

c. Assumptions:

1. There are no outstanding issues or claims.

2. The CITY is responsible for filing Notice of Completion and addressing all subcontractor claims prior to release of final payment.
- d. Deliverables
1. Final Pay Estimate including finalized bid items, claims, change orders, punch-list items, and corrected shop drawings.
 2. Contractor's last certified application for payment with application certificate.
 - 3.
- e. Payment
- Payment for Task 4.4 shall be included in the Task 4 lump sum price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4.4 as required in this Scope of Work.

EXHIBIT 1-B: SCOPE OF WORK

ADDITIONAL AUTHORIZATION NO. 1

This Additional Authorization will amend the Task Order No. 1 Scope of Work as indicated below.

PROJECT DESCRIPTION AND GENERAL SCOPE OF WORK

The City of Lancaster “City” will be installing a Level III Fast Charger at Lancaster City Hall (44933 Fern Avenue). The City will be upgrading the infrastructure in order to energize the new Level III Fast Charger.

The scope of work for Additional Authorization 1 is to provide civil and electrical design plans for construction including the following:

1. Development of Electrical plans
2. Preparation of Site Map
3. Application Support and Project Management (as needed)

A detailed outline of the scope of work by Task is included below.

Milestone tasks and schedule are included in Exhibit 2-B and payment and fees by tasks is included in Exhibit 3-B.

TASK 1. ELECTRICAL DESIGN SERVICES

1.1 General

- a. Electrical Plans - Consultant is responsible for all work associated with the development of Electrical plans to support the upgrade to the infrastructure needed to energize the new Level III Fast Charger that will be installed at Lancaster City Hall. The City will be allowed one week to review 90% design package and provide comments.
- b. Site Map – Consultant is responsible for all work associated with the preparation of site map that will be provided to SCE as part of the design application. The City will be allowed one week to review 90% design package and provide comments.
- c. Application Support and Project Management (as needed) – Consultant will provide support on an as-needed basis.

1.2 Payment

Payment for Task 1 shall be at a not to exceed price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1 as required in this Scope of Work.

EXHIBIT “1-C”: SCOPE OF WORK

ADDITIONAL AUTHORIZATION NO. 2

This Additional Authorization will amend the Task Order No. 1 Scope of Work as indicated below.

PROJECT DESCRIPTION AND GENERAL SCOPE OF WORK

Duke Engineering shall provide testing, inspection, design, and installation of any upgrades as required by the fire code to the existing fire alarm system.

The scope of work for Additional Authorization 2 is to provide civil and electrical design plans and installation including the following:

1. Development of Fire Alarm Plans
2. Inspection of Existing System
3. Minor Upgrades to the Existing System to Ensure Code Compliance

Milestone tasks and schedule are included in Exhibit 2-C and payment and fees by tasks is included in Exhibit 3-C.

Payment

Payment for Task 1, Additional Authorization 2, shall be at a not to exceed price as shown on EXHIBIT 3. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1, Additional Authorization 2, as required in this Scope of Work.

EXHIBIT “1-D”: SCOPE OF WORK

ADDITIONAL AUTHORIZATION NO. 3

This Additional Authorization will amend the Task Order No. 1 Scope of Services to cancel Additional Authorization No. 2 in its entirety and revert to the scope of services as amended in Exhibit 1-B.

EXHIBIT “1-E”: SCOPE OF WORK

ADDITIONAL AUTHORIZATION NO. 4

This Additional Authorization will amend the Task Order No. 1 Scope of Work as indicated below.

PROJECT DESCRIPTION AND GENERAL SCOPE OF WORK

Duke Engineering shall provide testing, inspection, design, and installation of any upgrades as required by the fire code to the existing fire alarm system.

The scope of work for Additional Authorization 4 is to provide civil and electrical design plans and installation including the following:

1. Development of Fire Alarm Plans
2. Inspection of Existing System
3. Minor Upgrades to the Existing System to Ensure Code Compliance

Milestone tasks and schedule are included in Exhibit 2-E and payment and fees by tasks is included in Exhibit 3-E.

Payment

Payment for Task 1, Additional Authorization 4, shall be at a not to exceed price as shown on EXHIBIT 3-E. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1, Additional Authorization 4, as required in this Scope of Work.

EXHIBIT “1-F”: SCOPE OF SERVICES

ADDITIONAL AUTHORIZATION NO. 5

Original Scope of Work and all revisions to this Task Order shall remain in effect. This Additional Authorization will amend Task Order No. 1 Scope of Work as indicated below:

TASK 1 CONSTRUCTION MANAGEMENT GENERAL SERVICES

An additional 90 days shall be added to this contract.

Payment:

Payment for Task 1, Additional Authorization 5, shall be at a not to exceed price as shown on EXHIBIT 3-F. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 1, Additional Authorization 5, as required in this Scope of Work.

TASK 2 CONSTRUCTION MANAGEMENT SERVICES

An additional 90 days shall be added to this contract.

Payment:

Payment for Task 2, Additional Authorization 5, shall be at a not to exceed price as shown on EXHIBIT 3-F. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 2, Additional Authorization 5, as required in this Scope of Work.

TASK 3 CONSTRUCTION INSPECTION SERVICES

An additional 90 days shall be added to this contract.

Payment:

Payment for Task 3, Additional Authorization 5, shall be at a not to exceed price as shown on EXHIBIT 3-F. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 3, Additional Authorization 5, as required in this Scope of Work.

TASK 4 – CONSTRUCTION CLOSEOUT ACTIVITIES

An additional 90 days shall be added to this contract .

Payment:

Payment for Task 4, Additional Authorization 5, shall be at a not to exceed price as shown on EXHIBIT 3-F. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 4, Additional Authorization 5, as required in this Scope of Work.

TASK 5 – FIRE ALARM - FIRST FLOOR (PHASE 2 AND 3)

Fire Alarm, Testing, Inspection and Systems shall include First Floor Phase 2 and 3.

Payment:

Payment for Task 5, Additional Authorization 5, shall be at a not to exceed price as shown on EXHIBIT 3-F. Such payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Task 5, Additional Authorization 5, as required in this Scope of Work.

EXHIBIT “2”

SCHEDULE

- A. Task Order 1 – Schedule
- B. Revised Task Order 1 – Schedule
- C. Second Revised Task Order 1 – Schedule
- D. Third Revised Task Order 1 – Schedule
- E. Forth Revised Task Order 1 – Schedule
- F. Fifth Revised Task Order 1 – Schedule

EXHIBIT "2-A"
EXHIBIT 2: SCHEDULE

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed thirty (30) after the contract completion date for FB 729-20 – City Hall Renovation and Modernization (FB 729-20). In no event shall performance of the work be completed later than ninety (90) days after the contract completion date for FB 729-20 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

EXHIBIT 2-B: SCHEDULE

Milestone tasks and tentative schedule based on grant funding are included in Exhibit 2-B. The schedule is a critical timeline that must be adhered to due to the deadline constraints required by the grant, therefore, all the following tasks must be completed on or before the due dates listed.

In order to preserve grant funding, time is of the essence. Immediately following selection, the selected Consultant will be advised with a Notice to Proceed. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

MILESTONE	COMPLETED BY
Executed Revised Task Order	January 3, 2022
Notice to Proceed	January 4, 2022
90% Electrical Plans and Site Map	January 24, 2022
Final Signs Electrical Plans and Site Map	February 7, 2022

City review periods, as noted in Exhibit 1-A and 1-B are included in this schedule; no additional time will be granted for allowable time with the City.

With submittal of a Proposal, the Consultant acknowledges full understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT “2-C”: SCHEDULE

Milestone tasks and tentative schedule based on funding are included in Exhibit 2-C. The schedule is a critical timeline that must be adhered to due to the deadline constraints, therefore, all the following tasks must be completed on or before the due dates listed.

Immediately following selection, the selected Consultant will be advised with a Notice to Proceed. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

MILESTONE	COMPLETED BY
Executed Revised Task Order	March 18, 2022
Notice to Proceed	March 25, 2022
Construction	April 30, 2022

With submittal of a Proposal, the Consultant acknowledges full understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT “2-D”: SCHEDULE

ADDITIONAL AUTHORIZATION NO. 3

This Additional Authorization will amend the Task Order No. 1 Schedule to cancel Exhibit 2-C and revert to the Schedule as amended in Exhibit 2-B.

EXHIBIT “2-E”: SCHEDULE

Milestone tasks and tentative schedule based on funding are included in Exhibit 2-E. The schedule is a critical timeline that must be adhered to due to the deadline constraints, therefore, all the following tasks must be completed on or before the due dates listed.

Immediately following selection, the selected Consultant will be advised with a Notice to Proceed. Task Order will be processed and executed as soon as possible following selection, and shall be in place prior to Notice to Proceed.

MILESTONE	COMPLETED BY
Executed Revised Task Order	June 2, 2022
Notice to Proceed	June 9, 2022
Construction	June 13, 2022

With submittal of a Proposal, the Consultant acknowledges full understanding and awareness of the proposed schedule. No price adjustments will be permitted for acceleration.

EXHIBIT “2-F”: SCHEDULE

Time for Commencement and Completion

CONSULTANT shall commence performance of the work no later than three (3) calendar days following issuance of Notice to Proceed. It is anticipated that performance of the work will be completed one hundred and twenty (120) days after the contract completion date for FB 729-20 – City Hall Renovation and Modernization (FB 729-20). In no event shall performance of the work be completed later than September 15, 2023 for FB 729-20 without the prior written authorization of the City. If Consultant fails to complete the work in this time period, City may avail itself of any and all remedies provided for in this Agreement.

EXHIBIT “3”

FEE SCHEDULE

The Consultant shall maintain separate costs and shall identify the specific costs. The costs under this task order shall include:

- A. Task Order 1 – Fee Schedule
- B. Revised Task Order 1 – Fee Schedule
- C. Second Revised Task Order 1 – Fee Schedule
- D. Third Revised Task Order 1 – Fee Schedule
- E. Forth Revised Task Order 1 – Fee Schedule
- F. Fifth Revised Task Order 1 – Fee Schedule

<u>Original Authorization:</u>	\$575,000.00
<u>Previous Addt'l Authorizations:</u>	\$28,500.00
<u>Authorization No. 5:</u>	\$186,000.00
<u>Total Not To Exceed:</u>	\$789,500.00

EXHIBIT "3-A"
EXHIBIT 3: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL PRICES
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In support of Exhibit 3, Consultant shall provide, and submit with their proposal, a Fee Grid. The Fee Grid shall be itemized by Task and shall list Personnel, Hours**, Rates and any other costs. ***Lump Sum (LS) Cost shall be daily multiplied by the total number of days (assume a total of 513 8-hour days).

1.	Construction Management General Services	1	LS***	\$54,000.00	\$54,000.00
2.	Construction Management Services	1	LS***	\$260,000.00	\$260,000.00
3.	Construction Inspection Services	1	LS***	\$145,000.00	\$145,000.00
4.	Construction Closeout Activities	1	LS***	\$116,000.00	\$116,000.00

TOTAL COST NOT TO EXCEED \$575,000.00

TOTAL COST AMOUNT WRITTEN IN Five hundred, seventy-five thousand

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Surveying Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

***Lump Sum (LS) Cost shall be daily multiplied by the total number of days (see Schedule 2 - Schedule for number of days).

EXHIBIT 3-B: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICES	TOTAL PRICES
1.	Electrical Design Services	1	LS	\$10,500.00	\$10,500.00
TOTAL COST NOT TO EXCEED					\$10,500.00

TOTAL COST AMOUNT WRITTEN IN	<u>Ten thousand, five hundred dollars</u>
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*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

EXHIBIT 3-C: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL PRICE\$
1.	Fire Alarm, Testing, Inspection, and Systems	1	LS	\$25,000.00	\$25,000.00
TOTAL COST NOT TO EXCEED					\$25,000.00

TOTAL COST AMOUNT WRITTEN IN Twenty-five thousand dollars.

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

EXHIBIT “3-D”: FEE SCHEDULE

ADDITIONAL AUTHORIZATION NO. 3

This Additional Authorization will amend the Task Order No. 1 Fee Schedule to cancel Exhibit 3-C and revert to the Fee Schedule as amended in Exhibit 3-B.

EXHIBIT 3-E: FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL PRICE\$
1.	Fire Alarm, Testing, Inspection, and Systems	1	LS	\$18,000.00	\$18,000.00
TOTAL COST NOT TO EXCEED					\$18,000.00
TOTAL COST AMOUNT WRITTEN IN		Eighteen thousand dollars			

*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Management and Inspection Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

EXHIBIT "3-F": FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST QTY	UNIT	UNIT PRICE\$	TOTAL PRICE\$
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In support of Exhibit 3, Consultant shall provide, and submit with their proposal, a Fee Grid. The Fee Grid shall be itemized by Task and shall list Personnel, Hours**, Rates and any other costs. ***Lump Sum (LS) Cost shall be daily multiplied by the total number of days (assume a total of 90 8-hour days for Items 1-4).

1.	Construction Management General Services	1	LS***	\$12,000.00	\$12,000.00
2.	Construction Management Services	1	LS***	\$67,000.00	\$67,000.00
3.	Construction Inspection Services	1	LS***	\$32,000.00	\$32,000.00
4.	Construction Closeout Activities	1	LS***	\$15,000.00	\$15,000.00
5.	Fire Alarm, Testing, Inspection and Systems - First Floor Phase 2 and 3	1	LS***	\$45,000.00	\$45,000.00
6.	Fire Alarm, Testing, Inspection and Systems - Second Floor Phase 2 and 3	1	LS***	\$15,000.00	\$15,000.00

TOTAL COST NOT TO EXCEED \$186,000.00

TOTAL COST AMOUNT WRITTEN IN One hundred eighty six thousand dollars

EXHIBIT "3-F": FEE SCHEDULE*

TASK NO.	DESCRIPTION	EST UNIT QTY	UNIT PRICES	TOTAL PRICES
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*Payment shall be considered full compensation for furnishing all labor, equipment, materials and incidentals for performing Construction Surveying Services as required in Exhibit 1. No separate payments shall be made for hourly rates, minimums, travel/mileage, subconsultants, outside services, preparation, per diem, reviews/signature, postage/freight, reproduction, etc.; unit prices as shown on EXHIBIT 3 shall be all-inclusive.

** Hours are for progress tracking purposes only. This is a lump sum not to exceed contract to provide services as described in Exhibit 1, complete. Additional hours and associated costs will only be considered for change in scope and must be authorized in writing prior to expenditure.

***Lump Sum (LS) Cost shall be daily multiplied by the total number of days (see Schedule 2 - Schedule for number of days).

Engineering/Field Inspection and Testing

Rates for Services

		*Prevailing Wages
Word Processing/Clerical	\$55.00	\$55.00
Technician (soil/ACI)	\$70.00	\$115.00
Construction Technician	\$70.00	\$115.00
Senior Technician	\$80.00	\$125.00
Designer	\$95.00	\$142.00
Staff Engineer	\$95.00	\$142.00
Staff Geologist	\$95.00	\$142.00
Associate Planner	\$100.00	\$145.00
Associate Engineer	\$110.00	\$148.00
Dry Utility Coordinator	\$115.00	\$150.00
Project Engineer/Manager	\$130.00	\$185.00
Certified Engineering Geologist	\$130.00	\$185.00
Senior Planner	\$130.00	\$185.00
Senior Construction Manager	\$135.00	\$185.00
Senior Engineer	\$135.00	\$185.00
Principal Construction Manager	\$145.00	\$195.00
Principal Engineer	\$150.00	\$220.00
Deputy Inspector	\$145.00	\$195.00
Licensed Surveyor	\$100.00	\$160.00
2-Person Survey Crew	\$180.00	\$288.00

Geotechnical Investigation Report	Per quote
Percolation Reports/Septic System Design	Per quote
Fault Rupture Hazard Investigation	Per quote
Percolation Feasibility Study	Per quote

* Projects (or any aspect of a project) publicly funded, occur within a public right-of-way, are leased to a public entity, or otherwise fall under California Prevailing Wage Law.

Special Laboratory Testing Rates will be provided based on type of testing required per job.

General Fee and Billing Information

1. Field Technician times are subject to a 2-hour minimum charge. Charges are calculated in increments of 1 hour, and time is accumulated on a portal-to-portal basis.
2. Material Inspections will be billed in increments of 4-hours with a 4-hour minimum, and time is accumulated on a portal-to-portal basis.
3. Subcontractors and other outside services are billed at cost plus 10 percent.
4. Materials are billed at cost plus 10 percent.
5. Preparation and/or travel time will be billed at the hourly rate unless specified otherwise.
6. Per Diem for out-of-town work will be billed at cost plus 10 percent.
7. Reports will be billed at a minimum of \$200.00.
8. Plan reviews with signature will be billed at a minimum of \$250.00.
9. Consultations will be billed at a minimum of \$200.00.
10. Laboratory services will be billed at a minimum of \$100.00.
11. Prices are subject to change with 30 days notice.
12. Fees quoted in this fee schedule are for work performed during the regular business day.
 - a. Work performed before 6:00 a.m. or after 5:00 p.m. will be billed at time and one-half.
 - b. Work performed in excess of 8 hours per day, Monday through Friday, will be billed at time and one-half.
 - c. Work performed on Saturday will be billed at time and one-half with a four hour minimum, in four hour increments.
 - d. Work performed on Sundays and holidays and over 12 hours in one day will be billed at double time with a four hour minimum in four hour increments.
13. Payment is due upon presentation of the invoice. An account will be considered past due 30 days from the date of invoice and is subject to a service charge of 1.5 percent per month.
14. Certified payroll will incur hourly clerical charges, with a 4 hour minimum per weekly certified payroll report.