

REVISED TASK ORDER NO. 3
OVER

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

DATED SEPTEMBER 14, 2021

BETWEEN

THE CITY OF LANCASTER, "OWNER"
AND
DMR TEAM, INC. "CONSULTANT"

PROJECT TITLE: CDP 23-04 – Race Communications

PROJECT DESCRIPTION: Construction Management & 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 \$615,600.00

"OWNER"

"CONSULTANT"

CITY OF LANCASTER

DMR TEAM, INC

By: _____
Jason Caudle
City Manager

By: _____
Sam Talebian
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 3 – Scope of Services
- B. Revised Task Order 3 – Scope of Services

"Exhibit 1-A"

EXHIBIT 1: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

City is requesting a full-service construction management for installation of fiber optic communication lines throughout the City Right of Way. This includes inspection of both overhead, underground, and equipment to install a complete system.

The project construction completion is scheduled for 18 calendar months, with services separated in 4 phases to match budget availability. Phases are separated by their timetable as follows:

- Phase 1 – 09/01/22 to 10/31/22

It is understood that the services are contracted for Phase 1 only, and future subsequent phases will be authorized at a later date.

- Phase 2 – 11/01/22 to 02/28/23
- Phase 3 – 03/01/23 to 06/30/23
- Phase 4 – 07/01/23 to 02/28/24

SCOPE OF SERVICES

TASK 1 - Construction Management General Services

1.1 - Project Control System Development Develop PCS based on the initial master project schedule, cost reporting guidelines, and all the project contracts on a platform accessible to all the team members. The schedule shall include all the necessary activities including utility coordination, processing and approval process, and inter departmental and agency coordination.

Deliverable Initial Master Project Schedule, Initial Master Project Contracts, Initial Master Project Accounting.

1.2 - Weekly, Monthly Project Progress Meetings and Reports Conduct monthly progress meetings, and prepare reports reflecting project construction progress, changes, change orders, time and budget impacts. Meetings will be held on regularly scheduled day and time. Progress reports will be provided to the City at least 5 working days in advance of each progress meeting.

Deliverable Monthly Progress Report, Summary Report, Meeting Minutes.

1.3 - Document Management Systems Establish a system for timely logging, filing, monitoring, and tracking of project documents using a suitable computerized platform.

Deliverable Computerized document management system with user instructions.

1.4 - Sub-Consultant Management Coordinate and manage utilization of all the project subconsultants, review their invoices, adjust as necessary and forward to City with payment recommendations.

Deliverable All Sub-Consultant Reports, Invoices, Recommendations for payment.

1.5 - Construction Management Plan DMR will prepare a procedural manual establishing administrative standards for the project, to be implemented after City review and approval.

Deliverable Two (2) copies of Draft and Final Project Manual bound in a three-ring binder.

1.6 - Pre-construction Walk Through Record existing conditions throughout the project limits by walking the project with the Contractor, and representatives from the City and utility companies and document the site conditions prior to issuance of Notice To Proceed.

Deliverable Written Log and Still Photographs documentation of existing condition.

TASK 2 -Construction Management Services

2.1 - Preconstruction Conferences Conduct Pre-conference meeting with the project stakeholders for initial introduction and to outline City's contract administration protocols.

Deliverable Meeting Agenda, Minutes, Contractor's Baseline Schedule Review, RFI Procedure, QAP Implementation Protocols, Labor Compliance Procedures.

2.2 - Communications and Correspondence Facilitate effective communications by developing a project directory of the stakeholders for various level of correspondence distribution along with a flowchart of information distribution.

Deliverable Project Directory, Communication Flowchart, Communication Log.

Deliverable Change Order document preparation and execution by the contractor and the City.

2.3 - Monthly Construction Progress Reports Prepare Monthly Construction Progress Reports, reflecting project construction progress along with representative pictures, changes, change orders, time and budget impacts. The report will also include accounting of the contractor and construction managers expenses.

Deliverable Monthly Progress Report, Summary Report, Meeting Minutes.

2.4 - Schedule Monitoring Review Contractor's monthly schedule and progress against the baseline schedule to assure timely completion and adequate allocation of resources from the Contractor.

Deliverable Review of Contractor's Monthly Schedule, Report Potential Delays.

2.5 - Cost Monitoring Keep up to date information accessible to the City identified list in a timely fashion on expense, contract amount, and budgets.

Deliverable Monthly Cost Monitoring Report per PCS.

2.6 - Progress/Coordination Meetings Conduct weekly progress/coordination meetings to provide forum for overall project review, and prepare reports reflecting project construction progress, changes, change orders, time and budget impacts. Meetings will be held on regularly scheduled day and time.

Deliverable Meeting Agenda, Meeting Minutes.

2.7 - Monthly Construction Progress Reports Verify Contractor's request for payment against field progress and material delivered and make payment recommendations.

Deliverable Contractor's Pay Request, Recommendation for Payment per PCS.

2.8 - Safety Review the Contractor's work site safety and provide notifications of unsafe conditions and prepare stop notices as necessary. CM ENGINEER will conduct bi-weekly meetings in addition to the inspector's daily field observations.

Deliverable Contractor's Accident Reports, Bi-weekly Safety Meeting Minutes, Safety Issues Discussed.

2.9 - Submittal Management and Review Provide for timely logging, filing, reviewing, and tracking of project submittals using Microsoft Project software, such as Smartsheet.

Deliverable Submittal Logs, Submittal Approvals, Distribution per PCS.

2.10 - Request for Information (RFI) Management and Review Receive, log, review for completeness of the RFI to convey information sought, and examine whether is readily included in the construction documents. Information that would require further clarification will be routed to the Designer for action. Responses to the RFIs will be sent back to the Contractor, distributed, and logged.

Deliverable Submittal Logs, RFI Responses, Status of Unresolved RFIs, Distribution per PCS.

2.11 - Document Management Provide log of all electronic and hardcopy documents in the project folder to include:

Daily Inspection and Engineer's diary

Weekly Statement of Working Days

Monthly progress Report & Pay Estimate

Correspondences

RFIs & Submittals

Material Certifications, Testing, and Compliance

Contractor's SWPPP reports & CM ENGINEER documentation of the site conditions

Deliverable Comprehensive Indexed Filing System Per PCS.

2.12 - Review Certified Payrolls Coordinate with the Contractor to provide Certified Payroll along with the pay request, and forward to City's Labor Compliance consultant.

Deliverable Log of Certified Payrolls and approval status.

TASK 3 -Construction Inspection Services

3.1 - Inspection and Documentation Provide for experienced and qualified inspectors to ensure quality control, as well as documentation of the construction activities, duration of activities, manpower and equipment allocation, inspections, material usage, and work conditions.

Deliverable Daily Monitoring & Project Documentation per PCS, as well as Coordination with CM ENGINEER for Construction Control.

3.2 - Material Testing, Construction Testing & Quality Assurance Program (QAP) Coordinate and manage site and laboratory utilization of the material and specialty consultants with the Contractor, in conformance with the site and contract documents.

Deliverable Test Reports, Certification of Compliance logged per PCS.

3.3 - Review and Maintain "As Constructed Schedule" CM ENGINEER will develop and maintain an actual schedule of project based on the daily activities, and site observations.

Deliverable As Constructed Schedule per PCS in Digital & Hardcopy.

3.4 - Maintain Photographic and Video Records of Construction Progress Provide a digital photographic and video glossary of the project before, during, and upon completion of the project.

Deliverable Project Digital Photographic & Video Records of Construction Progress.

3.5 - Review and Maintain "As Built" Drawings CM ENGINEER will obtain and monitor Contractor's record As-Built drawings regularly and review for completeness and accuracy.

Deliverable Project Digital Photographic & Video Records of Construction Progress per PCS.

3.6 - Final Inspection and Punch List CM ENGINEER will perform a final detailed inspection along with the interested City personnel to identify any defective work that requires correction before acceptance.

Deliverable Final Punch List.

3.7 - Final Acceptance-Punch List Assistance CM ENGINEER will coordinate a final walk through after contractor's completion of the punch list items are completed. CM ENGINEER shall coordinate the final walk through with the Contractor, Designer, and City assigned personnel.

Deliverable Signed off Punch List & Closeout Documents.

TASK 4 - Construction Closeout Activities

4.1 - Contract Closeout CM ENGINEER will turn over all the project files, contract correspondence, and logs to the City.

Deliverables Notice of Completion Form for City, Notice of Completion for All Permits and Notice of Terminations, Copy of the Contractor's Performance Bond good for warranty period.

4.2 - Project As-Built Drawings CM ENGINEER will assist the Designer in review and final approval of the As-Built record drawings prepared by the Contractor.

Deliverable Contractor & Designer As-Builts.

4.3 - Final Payment, Final Report of Expenditure Checklist CM ENGINEER in accordance with the measured quantities and contract prices and changes will establish the final contract cost and final balance due to the Contractor.

Deliverables Final Payment Recommendation, Claims, Change Orders, Punch-List & Corrected Shop Drawings.

4.4 - Audit Support CM ENGINEER will participate in the audit process and provide any documentation requested by the auditors.

Deliverable Meeting Participation & Providing Documentation Requested for Audits.

EXHIBIT 1-B: SCOPE OF SERVICES

PROJECT DESCRIPTION AND LOCATION

City is requesting a full-service construction management for installation of fiber optic communication lines throughout the City Right of Way. This includes inspection of both overhead, underground, and equipment to install a complete system.

It is understood that the services are contracted for Phases 2 – 4

- Phase 2 – 11/01/22 to 02/28/23
- Phase 3 – 03/01/23 to 06/30/23
- Phase 4 – 07/01/23 to 02/28/24

SCOPE OF SERVICES

TASK 1 - Construction Management General Services

- Phase 2, Phase 3 and Phase 4 shall be added to this contract.

TASK 2 -Construction Management Services

- Phase 2, Phase 3 and Phase 4 shall be added to this contract.

TASK 3 -Construction Inspection Services

- Phase 2, Phase 3 and Phase 4 shall be added to this contract.

TASK 4 - Construction Closeout Activities

- Phase 2, Phase 3 and Phase 4 shall be added to this contract.

EXHIBIT “2”

SCHEDULE

A. Task Order 3 – Schedule

B. Revised Task Order 3 – 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 of 10/31/22 for Phase 1. The overall projects and level of effort has been separated into 4 phases. Field observation has been budgeted based on 9.5 hours a day, which would require an 8-hour regular pay, and 1.5 hours of overtime for the classification per prevailing wage rate requirements. In no event shall performance of the work be completed later than eighteen (18) months without the prior written authorization of the City.

- Phase 1 – 09/01/22 to 10/31/22

It is understood that the services are contracted for Phase 1 only, and future subsequent phases will be authorized at a later date.

- Phase 2 – 11/01/22 to 02/28/23
- Phase 3 – 03/01/23 to 06/30/23
- Phase 4 – 07/01/23 to 02/28/24

EXHIBIT 2-B: 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 of 2/28/2023 for Phase 2, 6/30/2023 for Phase 3 and 2/28/2024 for Phase 4. The overall projects and level of effort has been separated into 4 phases. Field observation has been budgeted based on 9.5 hours a day, which would require an 8-hour regular pay, and 1.5 hours of overtime for the classification per prevailing wage rate requirements. In no event shall performance of the work be completed later than eighteen (18) months from the start of Phase 2, without the prior written authorization of the City.

It is understood that the services are contracted for Phase 2 – 4

- Phase 2 – 11/01/22 to 02/28/23
- Phase 3 – 03/01/23 to 06/30/23
- Phase 4 – 07/01/23 to 02/28/24

EXHIBIT “3-B”

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 3 – Payment and Fees
- B. Revised Task Order 3 – Payment and Fees

<u>Original Authorization:</u>	\$59,600.00
<u>Previous Addt'l Authorizations:</u>	n/a
<u>Authorization No. 1:</u>	\$556,000.00
<u>Total Not To Exceed:</u>	\$615,600.00

"Exhibit 3-A"

EXHIBIT 3: 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. .

Phase	Resident Engineer/Program Manager Hourly Rate \$185	Office Engineer Hourly Rate \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Clerical & Admin: Hourly Rate: \$60	Phase Sub Totals
Phase 1	45	30	25	370 (350 R & 20 OT)	\$45.00	\$59,600.00
Phase 2	90	60	50	890 (755 R & 135 OT)	\$90.00	\$140,925.00
Phase 3	90	60	50	890 (720 R & 135 OT)	\$90.00	\$140,925.00
Phase 4	180	120	100	1,770 (1440 R & 270 OT)	\$180.00	\$274,150.00
TOTAL COST NOT TO EXCEED						\$615,600.00

TOTAL COST AMOUNT	Six hundred and fifteen thousand six hundred dollars
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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-B: 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. This contract is for Phase 2-4.

Phase	Resident Engineer/Program Manager Hourly Rate \$185	Office Engineer Hourly Rate \$130	Assistant Office Engineer: Hourly Rate: \$115	General Field Observation: Hourly Rate: \$110	Clerical & Admin: Hourly Rate: \$60	Phase Sub Totals
Phase 1	45	30	25	370 (350 R & 20 OT)	\$45.00	\$59,600.00
Phase 2	90	60	50	890 (755 R & 135 OT)	\$90.00	\$140,925.00
Phase 3	90	60	50	890 (720 R & 135 OT)	\$90.00	\$140,925.00
Phase 4	180	120	100	1,770 (1440 R & 270 OT)	\$180.00	\$274,150.00
TOTAL COST NOT TO EXCEED						\$615,600.00
TOTAL COST AMOUNT		Six hundred and fifteen thousand six hundred 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