



TOWN OF ORLEANS
PURCHASE ORDER

THIS ORDER NUMBER MUST
APPEAR ON ALL INVOICES,
PACKING LISTS, AND PGKS.

ORDER
NUMBER

3870

-ZM-RD-CU-OZS-HO-SU-ZOR

1. INVOICE MUST BE SENT IN DUPLICATE AND MUST INCLUDE VENDOR'S S.S. OR F.I.D. NO.
2. ORDER NUMBER MUST APPEAR ON INVOICE.
3. OUR TAX EXEMPT NO. E 046 001 258.
4. ISSUE A BILL FOR EACH P.O. SEPERATELY.
5. INVOICES MUST SHOW NUMBER OF UNITS AND UNIT PRICE FOR EACH ITEM.
6. SHIP ALL GOODS PREPAD UNLESS OTHERWISE DIRECTED.
7. THIS P.O. EXPIRES 10 DAYS AFTER REQUIRED DELIVERY DATE.
8. TOWN OF ORLEANS WILL NOT BE LIABLE FOR ANY GOODS RECEIVED WITHOUT AN AUTHORIZED PURCHASE ORDER.

SHIP
PREPAID
TO

DPW + NR
139 Main St.
Orleans, MA 02653

TO:

AECOM
9 Jonathan Bourne Dr.
Pocasset, MA 02559

35421068-569320
~~35440068-569320~~ CP F
MM per TM on 11/20

DATE OF ORDER 10/17/17	VENDOR 119	DEPARTMENT DPW + NR	REQUIRED DELIVERY DATE 12/17/18	ACCOUNT TO BE CHARGED
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I CERTIFY THAT THIS PURCHASE ORDER COMPLIES FULLY WITH THE TOWN OF ORLEANS PURCHASING PROCEDURES AND CORRESPONDING STATE STATUTES THAT ADEQUATE FUNDS EXIST FOR THIS PURCHASE.

DEPT. HEAD
SIGNATURE

ITEM NO.	QUANTITY	UNIT	CATALOG NO.	DESCRIPTION	UNIT PRICE	REC'D	AMOUNT
1	1			Downtown sewer design, permitting and construction administration per attached Change Order #6			\$ 332,100

THIS PURCHASE IS NOT VALID UNLESS SIGNED
BY TOWN ADMINSTRATOR AND FINANCE
DIRECTOR.

DIRECTOR OF FINANCE

TOWN ADMINISTRATOR

11/20/17
DATE

11/17/17
DATE

EXHIBIT C

CHANGE ORDER FORM

In accordance with the Purchase Order, dated October 20, 2015, and the Design Engineering Services Agreement dated October 15, 2015, between Town of Orleans, Massachusetts ("Client"), and AECOM Technical Services, Inc. a California corporation, ("AECOM"), this Change Order, with an effective date of Nov. 20, 2017, modifies that Agreement as follows:

1. Changes to the Services:

1.1 Attachment 1 – Scope of Services, EXHIBIT A – SERVICES, Page 14, Article 10. Task No. 11 - FY 18 Planning and Implementation, 11.1.C.3 - MassDOT Project – Downtown Area – delete the scope of work in its entirety and replace with the new scope of work as follows:

❖ **11.1.C.3 - MassDOT Project – Downtown Area – Part A**

❖ Description: Provide planning and finalize the design of the proposed Downtown Area collection system located within the Main Street at Route 6A and Route 28 MassDOT Improvement Project and the Main Street Area located between the MassDOT Improvement Project in order to construct via a change order with the MassDOT contractor (Refer to ATTACHMENT A).

❖ Subtasks:

- Overlay the collection system layout from the Downtown Area Preliminary Design Documents (25% Design) with the MassDOT design documents regarding the improvements to the Main Street at Route 6A and Route 28 MassDOT Improvement Project and the Main Street Area located between the MassDOT Improvement Project.
- Assist the Town in obtaining costs for the proposed wastewater infrastructure located within and between the MassDOT Improvement areas.

❖ Assumptions

- Utilize the previously developed Downtown Area Preliminary Design Documents (25% Design).

❖ **11.1.C.3 - MassDOT Project – Downtown Area – Part B**

❖ Description: Provide Design Phase (Design Phase Basic Services and Design Phase Additional Services); and Construction Phase Services (Construction Phase Basic Services and Resident Services During Construction) for the Downtown Area Sewer Expansion – Main Street at Route 6A and Route 28 MassDOT Improvement Project and the Main Street Area located between the MassDOT Improvement Project (Refer to ATTACHMENT A).

❖ Subtasks and Assumptions

- Refer to ATTACHMENT B - Scope of Services - Downtown Area Sewer Expansion – Main Street at Route 6A and Route 28 Improvement Project and the Main Street Area located between the MassDOT Improvement Project.

1.2 Attachment 1 – Scope of Services, EXHIBIT A – SERVICES, Page 14, Article 10. Task No. 11 - FY 18 Planning and Implementation, Task 11.1.B.2 - Permeable Reactive Barriers (PRB) – Town Landfill Nitrogen Assessment – 7th bullet (Implement Long Term Nitrogen Response Action Items, as funding allows) – revised the payment amount from \$400,000 to \$375,000.

2. **Change to Deliverables:**

Attachment 1 – Scope of Services, EXHIBIT A – SERVICES, Page 14, Article 10. Task No. 11 - FY 18 Planning and Implementation, Revise the Payment Amounts for 11.1.C.3 - MassDOT Project – Downtown Area as follows:

Number	Deliverable	Draft	Final
Task No. 11 - FY 18 Planning and Implementation			
11.1.C.3 - MassDOT Project – Downtown Area – Part B			
Design Phase Basic and Additional Services			
	o Contract Documents	75%	25%
Construction Phase Basic Services and Construction Phase Additional Services			
	o Bidding Phase	---	100%
	o Construction Phase	---	100%
	o Record Drawings	75%	25%

3. **Change in Project Schedule (attach schedule if appropriate): N/A**

4. **Change in Consultant’s Compensation:**

The Services set forth in this Change Order will be performed on the following basis:

No change to Compensation

Add the following new article after Task 11.3.B – Public Engagement Coordination

Time and Materials for Resident Services for the Downtown Area Sewer Expansion – Main Street at Route 6A and Route 28 MassDOT Improvement Project and the Main Street Area located between the MassDOT Improvement Project with a Not-to-Exceed (“NTE”) amount of \$118,400. The Hourly Labor Rates, if applicable, are as in Section 2.1 below. Resident Services is based on 740 hours of full time observation over a the construction period (Monday through Saturday) specified in the as-bid Contract Documents. Payment will be based on actual time incurred. Reimbursable expenses are included in the overall NTE cap.

Description	Hourly Rate
Resident Project Representative	\$160.00

Time and Materials with a Not-to-Exceed amount of (\$ *Numerical Amount*). The Hourly Labor Rate Schedule is set forth in EXHIBIT B (if applicable). Reimbursable expenses are included in the overall Not to Exceed cap.

Lump Sum [\$213,700]

Attachment 1 – Scope of Services, EXHIBIT A – SERVICES, Page 14, Article 10. Task No. 11 - FY 18 Planning and Implementation, Revise the Payment Amounts for 11.1.C.3 - MassDOT Project – Downtown Area – Part B as follows:

Number	Deliverable	Payment Amount
Task No. 11 - FY 18 Planning and Implementation		
11.1.C.3 - MassDOT Project – Downtown Area – Part B		
Design Phase Basic and Additional Services		
o	Contract Documents	\$73,100
Construction Phase Basic Services and Construction Phase Additional Services		
o	Bidding Phase	\$27,800
o	Construction Phase	\$104,100 ¹
o	Record Drawings	\$8,700
Resident Services During Construction		\$118,400 ²
Change Order No. 6 Total		\$322,100

- Notes: 1. Construction Phase Engineering and Project Close Out will be invoiced in 5 equal amounts.
 2. Resident Services will be invoiced will be based on actual time incurred.

Cost Plus Fixed Fee: [Cost \$ *Numerical Amount* and Fee \$ *Numerical Amount*]

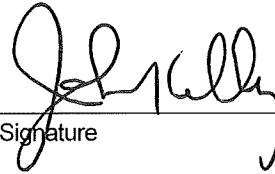
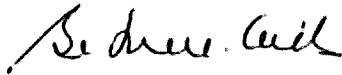
Therefore, the total authorized Compensation, inclusive of the Change Order is \$6,880,570 summarized as follows:

Item	Description	Payment Amount
1	Original	\$990,000
2	Change Order No. 1	\$571,560
3	Change Order No. 2	\$2,734,000
4	Change Order No. 3	\$0
5	Change Order No. 4	2,268,960
6	Change Order No. 5	(\$6,050)
7	Change Order No. 6	\$322,100

- 5. **Project Impact:** None
- 6. **Other Changes** (including terms and conditions): None
- 7. All other terms and conditions of the Agreement remain unchanged.
- 8. Each Party represents that the person executing this Change Order has the necessary legal authority to do so on behalf of the respective Party.

AECOM Technical Services, Inc.

CLIENT: Town of Orleans, MA



Signature

Signature

Betsy Shreve-Gibb

John Kelly

Printed Name

Printed Name

Vice President

Orleans Town Administrator

Title

Title

Address

9 Jonathan Bourne Road
Pocasset, MA 02559

Address

19 School Road
Orleans, MA 02653

Town Accountant's Certificate

I hereby certify that an appropriation in the amount of this contract is available therefore and that the undersigned official of the Town has been authorized to execute said contract and approve all requisitions and change orders.



Signature

Cathy Doane

Printed Name

Finance Director/Town Accountant

Title

11/20/17

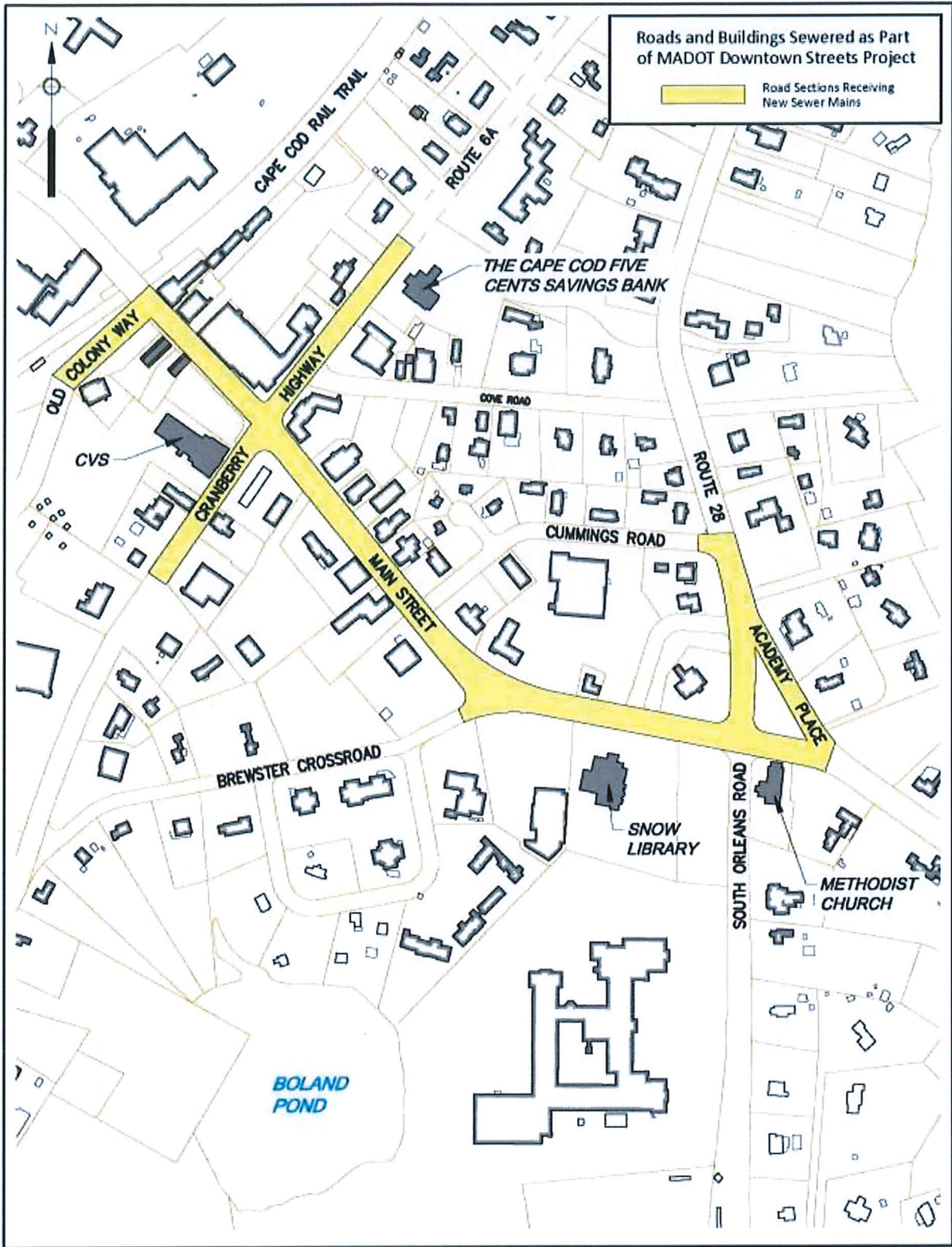
Date

[End of Agreement]

ATTACHMENT A

Project Area

**Task 11.1.C.3 - MassDOT Project – Downtown Area – Part B
Main Street at Route 6A and Route 28 Improvement Project and
The Main Street Area Located Between the MassDOT Improvement Project**



ATTACHMENT B

Scope of Services

Task 11.1.C.3 - MassDOT Project – Downtown Area – Part B Main Street at Route 6A and Route 28 Improvement Project and The Main Street Area Located Between the MassDOT Improvement Project

The Town of Orleans, Massachusetts (OWNER) and AECOM Technical Services, Inc. (ENGINEER) in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by ENGINEER and the payment for those services by OWNER as set forth below for the Downtown Area Sewer Expansion – Main Street at Route 6A and Route 28 MassDOT Improvement Project and the Main Street Area located between the MassDOT Improvement Project. In general the scope of work includes constructing approximately 4,000 linear feet of 8-inch and 10-inch PVC and Ductile Iron gravity sewer and appurtenances, and approximately 1,900 linear feet of 6-inch HDPE force main and appurtenances all to provide wastewater service to the Downtown Area of Orleans, MA. The construction is scheduled to be completed in two phases: (1) April 2, 2018 through May 25, 2018; and (2) September 4, 2018 through September 28, 2018.

SECTION 1 - SERVICES OF THE ENGINEER

ENGINEER shall perform the following Design Phase (Design Phase Basic Services and Design Phase Additional Services); and Construction Phase Services (Construction Phase Basic Services and Resident Services During Construction) to which this Agreement applies, as hereinafter provided:

- 1.1 Design Phase Basic Services - ENGINEER shall provide Design Phase Basic Services as described in SECTION 2, paragraphs 2.1 through 2.6, inclusive.
- 1.2 Design Phase Additional Services - ENGINEER shall provide Design Phase Additional Services as described in SECTION 3, paragraphs 3.1 through 3.2, inclusive.

The services called for in the SECTION 2 - Design Phase Basic Services and SECTION 3 - Design Phase Additional Services will be completed by December 6, 2017 after written authorization to proceed from OWNER.

- 1.3 Construction Phase Basic Services - ENGINEER shall provide Construction Phase Basic Services as described in SECTION 4, paragraphs 4.1 through 4.2, inclusive.
- 1.4 Construction Phase Additional Services - ENGINEER shall provide Construction Phase Additional Services as described in SECTION 5, paragraph 5.1.
- 1.5 Resident Services During Construction - ENGINEER shall provide Resident Services During Construction as described in SECTION 6, paragraphs 6.1 through 6.5, inclusive.

The services called for in the SECTION 4 - Construction Phase Basic Services; Section 5 Construction Phase Additional Services; and SECTION 6 - Resident Services During Construction will be completed within 365 calendar days (excluding agency/committee review and approval) after written authorization to proceed from OWNER.

SECTION 2 - DESIGN PHASE BASIC SERVICES

After written authorization to proceed, ENGINEER shall in conformance with SECTION 1

- 2.1 In consultation with OWNER prepare Contract Documents (specifications and drawings).
 - 2.1.1 Prepare for review and approval by OWNER, its legal counsel and other advisors, Contract Documents (specifications and drawings) based on the following:
 - Previously developed Downtown Area Preliminary Design Documents (25% Design);

- Downtown Area Sewer Expansion – Main Street at Route 6A and Route 28 documents located within MassDOT improvement project and the Main Street Area located between the MassDOT improvement project.; and
- Bidding and Contract Requirements Documents prepared as part of the Tri-Town Septage Treatment Facility Demolition Project.

2.1.2 ENGINEER will prepare specifications as part of the preparation of the Contract Documents. OWNER shall provide ENGINEER any special bid solicitation and/or contract requirements that apply to this project that must be included in the documents. The common specifications will be based on documents provided by the OWNER and will generally include the following:

BIDDING AND CONTRACT REQUIREMENTS

- Advertisement For Bids;
- Instructions to Bidders;
- Form of General Bid;
- Agreement;
- Attachment A - Additional Forms to be Submitted with the Bid;
- Performance Bond;
- Payment Bond;
- General Conditions;
- Supplementary Conditions;
- State Regulations (Massachusetts);
- Attachment A - Minimum Wage Rates ;
- Attachment B - Excerpts from MGL 30; and
- Attachment C - Change Orders.

TECHNICAL SPECIFICATIONS

- Allowances;
- Measurement and Payment;
- Payment Procedures;
- Special Requirements;
- Reference Standards;
- Environmental Protection;
- Submittals;
- Miscellaneous Testing and Soil Data;
- Construction Progress Schedules;
- Quality Assurance;
- Temporary Facilities;
- Traffic Management and Maintenance;
- Contract Closeout;

- Site Preparation;
 - Earthwork;
 - Loaming and Seeding;
 - Paving, Curbing, Sidewalks and Roadway;
 - Polyvinyl Chloride Sewer Pipe;
 - HDPE Force Main;
 - Ductile Iron Sewer Pipe;
 - Clean and TV Inspection of Sewer Lines;
 - Manholes, Catch Basins, Handholes and Pull Boxes; and
 - Cast in Place Concrete.
- 2.1.3 ENGINEER will prepare drawings as part of the preparation of the Contract Documents. OWNER shall provide ENGINEER any special bid solicitation and/or contract requirements that apply to this project that must be included in the documents. The drawings will generally include the following:
- Cover Sheet, Location Plan, and Index of Drawings (1);
 - Sheet Key Plan (1);
 - General Notes, Legends and Abbreviations (1);
 - Plan and Profile (4);
 - Sewer Details (2); and
 - Traffic Management Plan (3).
- 2.1.4 Provide to the OWNER 75 percent design progress documents for review and comments.
- 2.1.5 In consultation with OWNER and approval of the 75 percent design documents, review and address OWNER's comments; and other agency/committee comments as part of the preparation of 100 percent design progress documents.
- 2.1.6 ENGINEER will update the estimate of probable cost for the Construction of the project in preparation for advertising the project for bids.

SECTION 3 - DESIGN PHASE ADDITIONAL SERVICES

After written authorization to proceed ENGINEER shall in conformance with SECTION 1:

- 3.1 Prepare for, attend and participate in the following meetings in order to obtain local and state requirements for incorporation into the Contract Documents for the project:
- 3.1.1 OWNER (3); and
 - 3.1.2 MassDOT (1).
- 3.2 Coordinate with and prepare and submit, if required, the following environmental and regulatory review materials and permit applications and supporting documents for the project:
- 3.2.1 Massachusetts Department of Transportation;
 - 3.2.2 Massachusetts Department of Environmental Protection; and
 - 3.2.3 Cape Cod Commission.

SECTION 4 – CONSTRUCTION PHASE BASIC SERVICES

After written authorization to proceed ENGINEER shall in conformance with SECTION 1:

4.1 Bidding Phase

- 4.1.1 Provide 6 hard copy sets of contract documents (plans and specifications) – two copies at 2-foot by 3-foot and 4 copies at 11-inch by 17-inch to the OWNER.
- 4.1.2 Provide 40 sets of contract documents (plans and specifications) via Compact Disk for issuance to prospective bidders.
- 4.1.3 Assist OWNER in advertising for and obtaining bids or negotiating proposals for each separate prime contract for Construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conference and receive and process deposits for Bidding Documents.
- 4.1.4 Attend the pre-bid conference and prepare minutes of meeting.
- 4.1.5 Issue Addenda, as appropriate, to interpret, clarify or expand the Bidding Documents.
- 4.1.6 Advise OWNER as to the necessity of OWNER's providing or obtaining from others data or services of the types described in SECTION 8, and assist OWNER in obtaining such data and services.
- 4.1.7 Attend the bid opening, prepare bid tabulation sheets, and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Construction, materials, equipment and services.
- 4.1.8 Prepare bid tabulation sheets and assist OWNER in evaluating bids or proposals and in assembling and awarding contracts for Construction, materials, equipment and services. OWNER recognizes that in order to assist in evaluation of bids or proposals in awarding contracts, ENGINEER may be required to provide OWNER with information, which may lead to the rejection of one or more contractors.

4.2 Construction Phase

- 4.2.1 Administration of Construction Contract. ENGINEER shall consult with and advise OWNER and act as OWNER's representative, as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and authority of ENGINEER, as assigned in said General Conditions, shall not be modified, except as ENGINEER may otherwise agree in writing. All of OWNER's instructions to Contractor will be issued through ENGINEER who will have authority to act on behalf of OWNER only to the extent provided in the General Conditions, except as otherwise expressly stated and agreed to in writing by ENGINEER.
- 4.2.2 ENGINEER's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with written authorization to proceed with the Construction Phase Basic Services and terminates at the earlier of the issuance to OWNER of the final Certificate for Payment or sixty (60) days after the date of Substantial Completion of the work, whichever first occurs.
- 4.2.3 Visits to Site and Observation of Construction. In connection with observations of the work of Contractor(s) while it is in progress:
 - 4.2.3.1 ENGINEER visit to the site at intervals appropriate to the various stages of Construction as ENGINEER deems necessary in order to observe, as an experienced and qualified design professional, the progress and quality of the various aspects of Contractor(s)' work. Based on information obtained during such visits and on such observations, ENGINEER shall endeavor to determine in general if such work is proceeding in a manner indicating that the work when completed will be in accordance with the Contract Documents; and ENGINEER shall keep OWNER informed of the progress of the work.

- 4.2.3.2 The purpose of ENGINEER's visits to, and representation by the Resident Project Representative (if required under SECTION 1 of this Agreement) at, the site will be to enable ENGINEER to better execute the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by exercise of ENGINEER's efforts as an experienced and qualified design professional, to provide for OWNER a greater degree of confidence that the completed work of Contractor(s) will conform generally to the Contract Documents and that the integrity of the design concept, as reflected in the Contract Documents, has been implemented and preserved by Contractor(s).
- 4.2.3.3 On the other hand ENGINEER shall not, during such visits or as a result of such observations of Contractor(s)' work in progress, supervise, direct or have control over Contractor(s)' work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences or procedures of Construction selected by Contractor(s), safety precautions and programs incident to the work of Contractor(s) or any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s)' furnishing and performing its work. Accordingly, ENGINEER can neither guarantee the performance of the Construction Contract(s) by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform its work in accordance with the Contract Documents.
- 4.2.3.4 ENGINEER shall make up to 18 visits to the site.
- 4.2.4 Defective Work. During such visits and on the basis of such observations, ENGINEER may disapprove or reject Contractor(s)' work while it is in progress, if ENGINEER believes such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents. ENGINEER will notify OWNER of any disapproved or rejected work by the Contractor within 2 working days.
- 4.2.5 Interpretations and Clarifications. ENGINEER shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare work directive changes and change orders, as required. In issuing such interpretations and clarifications ENGINEER shall endeavor to secure faithful performance by both OWNER and Contractor(s), shall not demonstrate partiality to either and shall not be liable for the result of any interpretation, clarification or other decision or judgment rendered in good faith.
- 4.2.6 Shop Drawings
- 4.2.6.1 ENGINEER shall review and take appropriate action in respect of Shop Drawings (as that term is defined in the aforesaid General Conditions), samples and other data which Contractor(s) is required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. Such reviews and approvals or other actions shall not extend to means, methods, techniques, sequences or procedures of Construction or to safety precautions and programs incident thereto. ENGINEER's review or other actions, as described above, shall not constitute approval of an assembly of which an item is a component, nor shall it relieve the Contractor(s) of (a) its obligations regarding review and approval of any such submittals, as set forth in General Conditions; and (b) its exclusive responsibility for the means, methods, sequences, techniques and procedures of Construction, including safety of Construction.
- 4.2.6.2 ENGINEER shall review and take appropriate action on up to 24 Shop Drawings.
- 4.2.7 Inspections and Tests. ENGINEER shall have authority, as OWNER's representative, to require special inspection or testing of the work and shall receive and review all certificates of inspection, testing and approvals required by laws, rules, regulations, ordinances, codes, orders or the Contract Documents (but only to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents).

- 4.2.8 Disputes Between OWNER and Contractor(s). ENGINEER shall act as initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the work there under, and make decisions relating to the acceptability of the work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the work. ENGINEER shall not be liable for the results of any such interpretations or decisions rendered in good faith.
- 4.2.9 Applications for Payment. Based on ENGINEER's on-site observations, as an experienced and qualified design professional, on information provided by the Resident Project Representative and on review of applications for payment and the accompanying data and schedules:
- 4.2.9.1 ENGINEER shall determine the amounts owing to Contractor(s) and recommend in writing (Certificates for Payment) payments to Contractor(s) in such amounts. Such recommendations of payment will constitute a representation to OWNER, based on such observations and review, that the work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information and belief, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of such work as a functioning whole and integrated unit prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and to any other qualifications stated in the recommendation). In the case of unit price work, ENGINEER's recommendations of payment will include final determinations of quantities and classifications of such work (subject to any subsequent adjustments allowed by the Contract Documents).
- 4.2.9.2 By recommending any payment ENGINEER will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made by ENGINEER or the Resident Project Representative to check the quality or quantity of Contractor(s)' work as it is furnished and performed beyond the responsibilities specifically designated to ENGINEER in this AGREEMENT and the Contract Documents. ENGINEER's review of Contractor(s)' work for the purposes of recommending payments will not impose upon ENGINEER responsibility to supervise, direct or control such work, for the means, methods, techniques, sequences or procedures of Construction, safety precautions or programs incident thereto or Contractor(s)' compliance with laws, rules, regulations, ordinances, codes or orders applicable to its furnishing and performing the work. It will, also, not impose responsibility on ENGINEER to make any examination to ascertain how or for what purposes any Contractor(s) has used the monies paid on account of the Contract Price, to determine that title to any of the work, materials or equipment has passed to OWNER free and clear of any lien, claim, security interest or encumbrances or that there may not be other matters at issue between OWNER and Contractor(s) that might affect the amount that should be paid.
- 4.2.9.3 ENGINEER shall review and make recommendation for payment on up to 5 payment applications.
- 4.2.10 Visits to Site. ENGINEER shall conduct an observation visit to determine if the work is substantially complete and a final visit to determine if the completed work is acceptable so that ENGINEER may recommend, in writing, final payment to Contractor(s) and may give written notice to OWNER and Contractor(s) that the work is acceptable (subject to any conditions therein expressed); but any such recommendation and notice will be subject to the limitations expressed in herein.
- 4.2.11 Limitations of Responsibilities. ENGINEER shall not be responsible for the acts or omissions of any Contractor(s), or of any subcontractor(s) or supplier(s), or any of Contractor(s)' or subcontractor(s)' or supplier(s)' agents or employees or any other persons (except ENGINEER's own employees and agents) at the site or otherwise furnishing or performing Contractor(s)' work.

SECTION 5 – CONSTRUCTION PHASE ADDITIONAL SERVICES

5.1 Record Drawings

- 5.1.1 Prepare a set of record drawings at the conclusion of the Project, which shall incorporate addenda issued by ENGINEER during the bidding period, clarifications and sketches issued by ENGINEER during the construction period, and change orders approved by the OWNER.
- 5.1.2 Provide one Compact Disk and 6 hard copy sets of record drawings – two copies at 2-foot by 3-foot and 4 copies at 11-inch by 17-inch to the OWNER.

SECTION 6 - RESIDENT SERVICES DURING CONSTRUCTION

- 6.1 ENGINEER shall furnish a Resident Project Representative to assist ENGINEER in observing progress and quality of the Work. The Resident Project Representative is ENGINEER's representative at the Site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions.
- 6.2 Through Resident Project Representative's observations of the Work, including field checks of materials and installed equipment, ENGINEER shall endeavor to provide further protection for OWNER against defects and deficiencies in the Work. However, ENGINEER shall not, as a result of such Resident Project Representative observations of the Work, supervise, direct, or have control over the Work, nor shall ENGINEER (including the Resident Project Representative) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor(s), for security or safety at the Site, for safety precautions and programs incident to the Work or any Contractors' work in progress, for the coordination of the Contractors' work or schedules, or for any failure of any Contractor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The ENGINEER (including Resident Project Representative) neither guarantees the performances of any Contractor nor assumes responsibility for any Contractors' failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- 6.3 The duties and responsibilities of the Resident Project Representative are as follows:
 - 6.3.1 General: Resident Project Representative's dealings in matters pertaining to the Work in general shall be with ENGINEER and Contractor. Resident Project Representative's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. Resident Project Representative shall generally communicate with OWNER only with the knowledge of and under the direction of ENGINEER.
 - 6.3.2 Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with ENGINEER concerning acceptability of such schedules.
 - 6.3.3 Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 6.3.4 Safety Compliance: Comply with Site safety programs, as they apply to Resident Project Representative, and if required to do so by such safety programs, receive safety training specifically related to Resident Project Representative's own personal safety while at the Site.
 - 6.3.5 Liaison
 - Serve as ENGINEER's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-Site operations.
 - Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.

- 6.3.6 Clarifications and Interpretations: Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to ENGINEER regarding such RFIs. Report to ENGINEER when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit ENGINEER's clarifications, interpretations, and decisions to Contractor.
- 6.3.7 Shop Drawings and Samples
- Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - Receive Samples that are furnished at the Site by Contractor, and notify ENGINEER of availability of Samples for examination.
 - Advise ENGINEER and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if Resident Project Representative believes that the submittal has not been received from Contractor, or has not been approved by Contractor or ENGINEER.
- 6.3.8 Proposed Modifications: Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Resident Project Representative's recommendations, if any, to ENGINEER. Transmit ENGINEER's response (if any) to such suggestions to Contractor.
- 6.3.9 Review of Work; Defective Work
- Report to ENGINEER whenever Resident Project Representative believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform ENGINEER of any Work that Resident Project Representative believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to ENGINEER for addressing such Work; and
 - Advise ENGINEER of that part of the Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection, or approval.
- 6.3.10 Inspections, Tests, and System Start-ups
- Consult with ENGINEER in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate OWNER's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to ENGINEER appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to ENGINEER.

6.3.11 Records

- Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, ENGINEER's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER.
- Upon request from OWNER to ENGINEER, photograph or video Work in progress or Site conditions.
- Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- Maintain records for use in preparing Project documentation.
- Upon completion of the Work, furnish original set of all RPR Project documentation to ENGINEER.

6.3.12 Reports

- Furnish to ENGINEER daily reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- Furnish to ENGINEER and OWNER copies of all inspection, test, and system start-up reports.
- Immediately inform ENGINEER of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

6.3.13 Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

6.3.14 Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to ENGINEER for review and forwarding to OWNER prior to payment for that part of the Work.

6.3.15 Completion:

- Participate in ENGINEER's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- Participate in ENGINEER's visit to the Site in the company of OWNER and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- Observe whether all items on the final punch list have been completed or corrected, and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

- 6.3.16 Observe, record, and report to ENGINEER potential archeologically sensitive items identified during excavation. OWNER and ENGINEER will attend specially training provided by ENGINEER's subconsultant Public Archaeology Laboratory.
- 6.4 Resident Project Representative shall not:
 - 6.4.1 Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - 6.4.2 Exceed limitations of ENGINEER's authority as set forth in this Agreement.
 - 6.4.3 Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - 6.4.4 Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - 6.4.5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of OWNER or Contractor.
 - 6.4.6 Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by ENGINEER.
 - 6.4.7 Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - 6.4.8 Authorize OWNER to occupy the Project in whole or in part.
- 6.5 Provide Resident Project Representative based on the estimated construction duration. Because of the nature of the work and unforeseen conditions, Contractor(s) may be given an extension of time by OWNER, or may be required to work hours greater than 60 hours per week in order to complete the work within the construction period established in the Contract Documents. If the number of Resident Project Representative hours needed to complete the Construction Contract(s) is exceeded, ENGINEER shall receive additional compensation through an amendment to this AGREEMENT

SECTION 7 – SERVICES NOT INCLUDED IN THIS AGREEMENT

Unless specifically called for under SECTION 1 of this Agreement, the services listed in this SECTION 7 are not included as part of this Agreement and are not paid for by OWNER.

- 7.1 Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by OWNER.
- 7.2 Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, unexpected site conditions or unanticipated hazardous materials, OWNER's schedule, character of Construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.
- 7.3 Investigations and studies involving, but not limited to, detailed consideration of operations, maintenance and overhead expenses; during the course of design; the preparation of feasibility studies; cash flow and economic evaluations, rate schedules and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing and assisting OWNER in obtaining process licensing; detailed quantity surveys of material, equipment and labor; and audits or inventories required in connection with Construction performed by OWNER.
- 7.4 Services during out-of-town travel required of ENGINEER other than visits to the site or OWNER's office, as required by SECTION 1.
- 7.5 Assistance in connection with bid protests, rebidding or renegotiating contracts for Construction, materials, equipment or services.
- 7.6 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

- 7.7 Additional or extended services during Construction made necessary by (1) work damaged by fire or other cause during Construction, (2) a significant amount of defective or neglected work of Contractor(s), (3) prolongation of the contract time of any prime contract beyond the date for final completion as set forth in the Contract Documents, (4) acceleration of the progress schedule involving services beyond normal working hours [six 10-hour days per week] and (5) default by Contractor(s).
- 7.8 Protracted or extensive assistance in the utilization of any equipment or system.

SECTION 8 - OWNER'S RESPONSIBILITIES

Unless specifically called for as a responsibility of ENGINEER under SECTION 1, OWNER shall do the following in a timely manner so as not to delay the services of ENGINEER:

- 8.1 Designate in writing a person to act as OWNER's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to ENGINEER's services for the Project.
- 8.2 Provide all criteria and full information as to OWNER's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and Construction standards, which OWNER will require to be included in the Drawings and Specifications.
- 8.3 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project including previous reports and any other data relative to design or Construction of the Project.
- 8.4 Furnish to ENGINEER, as required for performance of ENGINEER's Basic Services, the following:
- 8.4.1 Data prepared by or services of others, including without limitation borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment;
 - 8.4.2 Appropriate professional interpretations of all of the foregoing;
 - 8.4.3 Environmental assessment and impact statements as previously prepared as part of the approval Comprehensive Management Plan;
 - 8.4.4 Property descriptions;
 - 8.4.5 Zoning, deed and other land use restriction; and other special data or consultations not covered in SECTION 3;
- all of which ENGINEER may use and rely upon in performing services under this Agreement.
- 8.5 Furnish right of entry and permission for ENGINEER to perform planned surveys, borings, and other investigation and exploration, pursuant to the scope of services. Where client is not the owner of the site, and services includes borings, trenches, or other such invasive testing measures, ENGINEER may require written authorization from the property owner to perform such services. ENGINEER will take reasonable precautions to minimize damage to the property from use of equipment, but have not included in the fee the costs of restoration of damage that may result from such operations. If ENGINEER is required to restore the property to its former condition, the cost will be added to its fee.
- 8.6 Examine all studies, reports, sketches, Drawings, Specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants, as OWNER deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 8.7 Provide such accounting, independent cost estimating and insurance counseling services, as may be required for the Project, such legal services as OWNER may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project, including any that may be raised by Contractor(s), such auditing service as OWNER may require to ascertain how or for what purpose any Contractor(s) has used the monies paid under the Construction Contract, and such inspection services as OWNER may require to ascertain that Contractor(s) is complying with any law, rule, regulation, ordinance, code or order applicable to its furnishing and performing the work.

- 8.8 If OWNER designates a person to represent OWNER at the site who is not ENGINEER or ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person and the effect thereof on duties and responsibilities of ENGINEER and the Resident Project Representative (and any assistants) will be set forth in an exhibit that is to be identified, attached to and made a part of this Agreement before such services begin.
- 8.9 If more than one prime contract is to be awarded for Construction, materials, equipment and services for the entire Project, OWNER shall designate a person or organization with authority and responsibility for coordinating the activities among the various prime contractors.
- 8.10 Furnish to ENGINEER data or estimated figures as to OWNER's anticipated costs for services to be provided by others for OWNER so that ENGINEER may make the necessary findings to support opinions of probable Total Project Costs.
- 8.11 Attend the pre-bid conference, bid opening, pre-Construction conferences, Construction progress and job related meetings, substantial completion inspections and final payment inspections.
- 8.12 Give prompt written notice to ENGINEER whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services or any defect or non-conformance in the work of any Contractor(s).
- 8.13 Furnish, or direct ENGINEER to provide, Basic and Construction Additional Services as stipulated in SECTION 6 of this Agreement or other services, as required.
- 8.14 Submit to ENGINEER the proposed language of certifications, affidavits and/or assignments requested of ENGINEER or ENGINEER's independent contractors and consultants for review and approval at least 14 days prior to execution. OWNER shall not request certifications and/or affidavits that would require expertise, knowledge or services beyond the scope of this Agreement.
- 8.15 Bear all costs incident to compliance with the requirements of this SECTION 8.