

**EXHIBIT A**  
**TO THE AGREEMENT BETWEEN OWNER AND ENGINEER**  
**FOR PROFESSIONAL DESIGN AND**  
**ENGINEERING SERVICES DURING CONSTRUCTION**

**Townsend Water Treatment Plant Lagoon 2 Project – Including the Engineering for  
Development of the Doggett Road Site as a Source for Select Fill Material**

**DESCRIPTION OF ENGINEERING SERVICES AND RELATED MATTERS**

This is an exhibit attached to and made part of the supplemental agreement to the On-Call Professional Services Agreement (Agreement) dated January 29, 2014 and amended January 8, 2019 between the City of Greensboro (OWNER) and CDM Smith Inc. (ENGINEER) for professional services.

**1. BASIC SERVICES**

**The Basic Services of the ENGINEER as described in the Exhibit to the Agreement are amended and supplemented as follows, to be referred to as the PROJECT:**

**PROJECT OBJECTIVES AND DESCRIPTION**

The OWNER has requested that the ENGINEER provide professional services associated with design and services during construction of improvements to the Townsend Water Treatment Plant (WTP) for the addition of a second lagoon (Townsend WTP Lagoon 2 Project). The Townsend WTP currently has a single lagoon. This has created problems complying with NPDES (discharge) permit requirements and does not allow maintenance shutdowns for repairs. The addition of a second lagoon will allow maintenance and cleaning to assist with NPDES compliance. It will also increase reliability of the WTP.

The ENGINEER has designed the second lagoon under a separate task authorization. This authorization is for engineering services during construction including construction observation and engineering review of shop drawings, review of pay applications, and additional permitting; and for the professional engineering services to support development of the Doggett Road site as a land application site and source for fill materials. The ENGINEER will work with the OWNER's PM, the Water Resources Department, the Water Supply Division, and the WTP operations staff to help coordinate the project.

**SCOPE OF WORK**

The ENGINEER's project scope of work includes the following major tasks:

- Task 010 – Project and Quality Management
- Task 100 – Permitting for Doggett Road Site
- Task 200 – Engineering for Doggett Road Site

- Task 300 – Supplemental Engineering Design
- Task 400 – Construction Phase Engineering Services Including Testing of Extra Soil on the Townsend Plant site
- Task 500 – Project Observation
- Task 600 – Additional Services

The project tasks are described in more detail in the scope of services below:

### **TASK 010 PROJECT AND QUALITY MANAGEMENT**

This task covers managing the project team, coordinating the work, tracking budget/work progress, invoicing and accounting, providing regular updates to the OWNER, managing scope compliance, managing regulatory compliance, oversight of technical products, and quality control and assurance checks on work and deliverables. Also included is accounting and administrative support to achieve the tasks listed.

### **TASK 100 – PERMITTING FOR DOGETT ROAD SITE**

Prior authorizations provided geotechnical investigations and preliminary discussions with the regulators for using the Doggett Road site as a source of fill material (data from the test pits). These tests indicated positive results, so implementation now requires permitting and engineering of this site to meet regulatory requirements (e.g. stormwater, land application requirements, etc.).

This task is for the additional permitting necessary for the Doggett Road site for the Lagoon 2 construction.

### **TASK 200 – ENGINEERING FOR DOGETT ROAD SITE**

This task is for the additional engineering necessary for the Doggett Road site for the Lagoon 2 construction. This task covers the GIS obtaining of the information for the Doggett Road site, the development of engineering plans and specifications, development of erosion control plan and related drawings and specifications to be incorporated into the Townsend Lagoon No. 2 Construction Contract documents.

### **TASK 300 – SUPPLEMENTAL ENGINEERING DESIGN FOR PROJECT IMPROVEMENTS**

This task is for Supplemental Engineering Design Services to facilitate features added after the design completion including piping additions to allow pumping to and from multiple lagoon locations with quick connects, and the addition of cameras and lights for security of the lagoon area. This task includes the engineering to determine where to put cameras and lights and the development of relevant plans and specifications, and bidding of those plans and specification.

### **TASK 400 CONSTRUCTION ADMINISTRATION SERVICES**

ENGINEER will provide general services during construction over a 15-month construction period to Final Completion. Services will include: contract administration, preconstruction meeting, monthly progress meetings, shop drawing review, design clarifications, evaluation of progress payments, change order review (not including significant owner-initiated change orders which change the scope of the project), record drawings, engineering certifications, and inspection upon substantial completion.

Pre-Construction Meeting - The ENGINEER's team and the OWNER's staff will hold a joint Pre-Construction Meeting with the Contractor. ENGINEER shall prepare the meeting agenda and lead/moderate the meeting. The meeting will cover project goals and critical success factors, an overview of the design, overview/introduction of attendees and their roles including emergency contacts, lines of communication, overview of contractual requirements, and discussion of construction phase procedures such as shop drawing reviews, project schedule, work day schedule, payment applications, procedures for work changes, record drawings, shop drawings, requests for information (RFI's), operation and maintenance (O&M) manuals, permit requirements, photography, signs, materials testing and observation, limits of disturbance, temporary utilities, field offices, staging area, and project meetings.

In the performance of its services during the Construction Phase, ENGINEER shall not supervise, direct or have control over Contractor's work nor shall ENGINEER have authority over or responsibility for the means, methods, techniques, sequences, procedures of construction or safety precautions and programs incidental to the work selected by the Contractor, or for any failure of the Contractor compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor. The Agreement would need to be amended to provide additional compensation should an increase in the construction period duration occur.

#### **400.1 Administration of the Construction Contract**

As part of general administration of the construction contract, ENGINEER will consult with and advise OWNER and act as its representative during the construction period. ENGINEER will provide contract administration and general services required for the project, including:

- As OWNER's representative for the duration of the construction contract, communications to and from the Contractor shall go through ENGINEER. On behalf of OWNER, ENGINEER shall administer the construction contract, responding to Contractor's correspondence, and issuing instructions from OWNER.
- Maintain a document file for the project. Documents to be maintained include: correspondence, quality control procedures, quality control testing; site observation records, shop drawing schedule, change orders, scheduling, project meetings, cost and disbursement data, and progress reports.
- Hold a pre-construction meeting and monthly progress meetings that will address critical schedule requirements, payment procedures, emergency procedures, schedule updates, coordination issues, change orders, quality assurance testing approvals, and other issues related to completion of the project. One pre-construction meeting and fifteen monthly progress meetings have been budgeted.

#### **400.2 Visits to Site and Observation of Construction**

ENGINEER shall make visits twice a month and as further described below to the site during active stages of construction to supplement the full-time Resident Project Representative (Task 500), or otherwise as agreed to by OWNER in writing, to observe as an experienced and qualified design professional the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. In addition, the ENGINEER shall provide the services of a Resident Project Representative (RPR) at the site to assist ENGINEER and to provide more continuous observation of the Work as further defined in Task 500. ENGINEER's observation shall

not be intended to involve work beyond the responsibility specifically assigned to ENGINEER in this Agreement and the Contract Documents. On the basis of on-site observation, ENGINEER shall keep the OWNER informed of the progress and quality of the Work and shall alert the OWNER to defects and deficiencies in the Work of the Contractor. ENGINEER shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures of construction selected by Contractor or for safety and environmental programs and precautions incidental to the Work. ENGINEER shall not be responsible for the failure of the Contractor, his Subcontractors, or any other persons performing any of the Work to comply with laws, rules, regulations, ordinances, code, or orders, or for failure of any of them to carry out the Work in accordance with the Contract Documents except as otherwise expressly provided herein.

The purpose of ENGINEER's visits to and representation by the RPR at the site will be to enable ENGINEER to better carry out the duties and responsibilities assigned to and undertaken by ENGINEER during the Construction Phase, and, in addition, by the 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 will conform to the Contract Documents, and that the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents has been implemented and preserved by Contractor.

Planned visits by ENGINEER in supplement to the full-time RPR are summarized below

- Specialist Engineer site visits for one day each at the start and at the end of the following activities:
  - HDPE liner installation
  - Subgrade/sludge excavation
  - Embankment foundation preparation
  - Review of substitute materials or equipment
- Specialist Engineer site visits for Site visits twice a month over a 12-month period

#### **400.3 Shop Drawings**

ENGINEER shall review and approve or take other appropriate action with respect to shop drawings, samples, and other data which Contractor is required to submit, but only for conformance with the design concept of the completed project as a functioning whole as indicated in the Contract Documents and in compliance with the information given in the Contract Documents. Such reviews or other action shall not include means, methods, techniques, sequences, or procedures of construction or safety programs and precautions incident thereto. It is assumed that ENGINEER will review each shop drawings submittal from the contractor up to three times as part of this scope of work. Any subsequent reviews of resubmittals will be at the cost of the Contractor and billed at a rate of \$110 per hour. In addition, ENGINEER shall be entitled to additional compensation for the following reasons when applicable:

- Extension of the construction period beyond 15-months
- Witnessed factory testing of equipment

#### **400.4 Clarifications and Interpretations: Field Orders**

ENGINEER shall issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Work. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. ENGINEER may issue Field Orders authorizing minor variations from the requirements of the Contract Documents. Field Orders shall not involve change in Contract Price or Time.

#### **400.5 Change Orders and Work Change Directives**

ENGINEER shall recommend Change Orders and Work Change Directives to OWNER as appropriate, and shall prepare Change Orders and Work Change Directives as required. ENGINEER shall not issue such Change Orders and Work Change Directives until OWNER has approved and accepted Contractor's cost and schedule change to implement such Change Orders and Work Change Directives.

#### **400.6 Substitutes**

ENGINEER shall evaluate and determine the acceptability of substitute materials and equipment proposed by Contractor in accordance with the Contract Documents.

#### **400.7 Inspections and Tests**

ENGINEER shall make recommendations to OWNER regarding the advisability of requiring special inspections or testing of the Work and have authority to receive and review all certificates of inspections, testing, and approvals required by laws, rules, regulations, ordinances, codes, orders, or the Contract Documents to determine generally that their content complies with the requirements of, and the results certified indicate compliance with, the Contract Documents. Special inspections and materials testing services shall be separately contracted and paid for by the OWNER.

#### **400.8 Disagreements Between OWNER and Contractor**

ENGINEER shall act as initial interpreter of the requirements of the Contract Documents, judge the acceptability of the Work, and make initial determinations on claims of OWNER and Contractor 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. In rendering such decisions, ENGINEER shall be fair and not show partiality to OWNER or Contractor and not be liable for the results of any such interpretations or decisions rendered in good faith.

#### **400.9 Applications for Payment**

ENGINEER shall recommend the amount owing to Contractor based on ENGINEER's observations and inspections at the site and the data comprising the Application for Payment, and the accompanying data and schedules, and recommend in writing payments to Contractor in such amounts. Such recommendations of payment will constitute a representation to OWNER that the Work has progressed to the point indicated and that, to the best of ENGINEER's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The issuance of a recommendation will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a recommendation for payment will not be a representation that the ENGINEER is responsible for construction means, methods, techniques, sequences, or procedures or has ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Price. 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).

#### **400.10 Contractor's Completion Documents**

ENGINEER shall receive, review, and transmit to OWNER with written comments maintenance and operating instructions, schedules, guarantees, certificates of insurance, marked-up record drawings (including shop drawings, samples and other pertinent data), bonds, certificates of inspection, and tests and approvals of equipment which are to be provided by Contractor in accordance with the Contract Documents. ENGINEER shall determine that their content complies with the requirements of the Contract Documents.

#### **400.11 Substantial Completion**

Following notice from Contractor that Contractor considers the entire work ready for its intended use, ENGINEER and OWNER, accompanied by Contractor, shall conduct an inspection to determine if the work is substantially complete. If after considering any objections by the OWNER, ENGINEER considers the Work substantially complete, ENGINEER shall deliver a notice of Substantial Completion (SC) to OWNER and Contractor. The SC notice may be qualified by including a list of items considered pending or remaining to be completed.

#### **400.12 Final Notice of Acceptability of Work**

Prior to final payment to the Contractor, and in company with the OWNER, ENGINEER shall visit the project to observe any apparent defects in the completed work, assist OWNER in consultations and discussions with Contractor concerning correction of such defects, and make recommendations as to replacement or correction of defective work.

ENGINEER shall conduct a final inspection to determine if the completed Work is acceptable to ENGINEER and OWNER so that ENGINEER may recommend, in writing, final payment to Contractor and may give written notice to OWNER and Contractor that the Work is acceptable, subject to any conditions therein expressed. Accompanying the recommendation for final payment, ENGINEER shall indicate that the work is acceptable to the best of ENGINEER's knowledge, information, and belief and based on the extent of the services performed and furnished by ENGINEER under this Agreement.

ENGINEER shall provide ENGINEER's certification that the work has been completed in accordance with OWNER's approved plans and specifications.

#### **400.13 Record Drawings**

ENGINEER shall prepare a set of reproducible record prints of Record Drawings showing those changes made during the construction process based on the marked-up prints, shop drawings, drawings, and other data furnished by the Contractor to ENGINEER. The record prints shall also incorporate the RPR's observation of changes made during construction. These record drawings shall be prepared on reproducible hard copies and on electronic media (in 2017 version of AutoCAD and/or PDF) for delivery to the OWNER.

## **TASK 500 – RESIDENT PROJECT OBSERVATION**

This Agreement includes the following RPR staffing plan:

- RPR field services for approximately 20 to 30 hours a week with a total not to exceed of 1600 hours. Owner intends to supplement RPR with Owner staff for combined full-time coverage.

RPR services will be supplemented by visits by Project Engineers as described under Task 400.

This Agreement would need to be amended to provide additional compensation for RPR services should an increase in the above durations be required.

OWNER and ENGINEER agree that representation at the site shall be provided. ENGINEER shall provide the staffing noted above to assist ENGINEER in observing the progress and quality of the work of the Contractor. Observation is intended to be at a sufficient level to observe the Contractor's Work and discharge its responsibilities. ENGINEER shall notify OWNER promptly if level of field representation is insufficient to observe work as defined by ENGINEER and OWNER.

The full-time RPR shall be selected, employed, and directed by an MBE subcontractor. ENGINEER shall provide mentoring/training at project initiation for the subcontracted full-time RPR. The duties, responsibilities, and limitations of authority of the RPR and other field staff shall be described in the General Conditions of the Contract Documents and as detailed herein. ENGINEER shall provide to OWNER resumes for review and allow OWNER to interview RPR candidates, if desired, for approval prior to assignment to the project.

Through more extensive on-site observation of the work in progress and field checks of materials and equipment by the RPR and assistants, ENGINEER shall use reasonable effort to provide further protection for OWNER against defects and deficiencies in the work of Contractor. However, 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 selected by Contractor, for safety procedures and programs incident to the work of Contractor, for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes, or orders applicable to Contractor's performing and furnishing the work, or responsibility of construction for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents except as expressly provided herein.

The duties and responsibilities of the RPR are limited to those of ENGINEER in ENGINEER's Agreement with the OWNER and in the construction Contract Documents and are further limited and described as follows:

### **500.1 General**

RPR is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER and ENGINEER's subcontractor, and will confer with ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site work shall in general be with ENGINEER and Contractor, keeping OWNER advised as necessary. RPR's dealing with Contractor and Contractor's subcontractors shall only be through or with the full knowledge and approval of Contractor and ENGINEER. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

## **500.2 Duties and Responsibilities of RPR**

- Schedules: RPR shall review the progress schedule, schedule of Shop Drawing submittals, and schedule of values prepared by Contractor and consult with ENGINEER concerning acceptability.
- Conferences and Meetings: RPR shall attend meetings with Contractor such as preconstruction conferences, progress meetings, job conferences, and other project-related meetings and prepare and circulate copies of minutes thereof.
- Liaison: RPR shall serve as ENGINEER's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as OWNER's liaison with Contractor when Contractor's operations affect OWNER's on-site operations.
- RPR shall assist in obtaining from OWNER additional details or information when required for proper execution of the Work.

## **500.3 Review of Work, Rejection of Defective Work, Inspections and Tests**

- RPR shall observe the Work in progress to assist ENGINEER in determining if the Work is proceeding in accordance with the Contract Documents.
- RPR shall report to ENGINEER whenever RPR believes that any Work will not produce a completed project that conforms to the Contract Documents or will prejudice the integrity of the design concept of the completed project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that the RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- RPR shall verify that tests, equipment and systems start-ups, and O&M training are conducted in the presence of appropriate personnel; and that Contractor maintains adequate records thereof; and observe, record, and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the project, record the results of these inspections, and report to ENGINEER.
- RPR shall coordinate and review the results of tests made by the independent soils and materials testing laboratory.
- RPR shall report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by ENGINEER.
- RPR shall consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to Contractor in writing decisions as issued by ENGINEER.

## **500.4 Records**



- RPR shall maintain at the job site files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing submittals received from and delivered to Contractor, and other PROJECT related documents.
- RPR shall prepare a daily report, keep a diary or log book, recording Contractor's hours on the job site, weather conditions, data relative to questions of Work Change Directives, Change Orders or changed conditions, list of job site visitors, 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.
- RPR shall record names, addresses and telephone numbers of Contractors, Subcontractors, and major suppliers of materials and equipment.

### **500.5 Reports**

- RPR shall 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.
- RPR shall consult with ENGINEER in advance of scheduled major tests, inspection, or start of important phases of the Work.
- RPR shall draft proposed Change Orders and Work Change Directives obtaining backup material from Contractor and recommend to ENGINEER Change Orders, Work Change Directives, and Field Orders.
- RPR shall report immediately to ENGINEER and OWNER the occurrence of any accident.

### **500.6 Payment Requests**

RPR shall review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to ENGINEER, noting particularly the relationship of the payment requests to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.

### **500.7 Completion**

- Before ENGINEER issues a Certificate of Substantial Completion, RPR shall submit to Contractor a list of observed items requiring completion or correction.
- RPR shall observe whether Contractor has performed inspections required by laws, rules, regulations, ordinances, codes, or orders applicable to the Work including those to be performed by public agencies having jurisdiction over the Work.
- RPR shall conduct a final inspection in the company of ENGINEER, OWNER, and Contractor and prepare a final list of items to be completed or corrected.

- RPR shall observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance and issuance of the Notice of Acceptability of the Work.

#### **500.8 Limitations of Authority by RPR**

- RPR shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including “or-equal” items) unless authorized in writing by ENGINEER.
- RPR shall not exceed limitations of ENGINEER’s authority as set forth in the Agreement or the Contract Documents.
- RPR shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, OWNER, or Contractor’s superintendent.
- RPR shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, procedures of construction, or health and safety procedures unless such advice or directions are specifically required by the Contract Documents.
- RPR shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
- RPR shall not authorize OWNER to occupy the PROJECT in whole or in part.
- RPR shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

#### **TASK 600    ADDITIONAL SERVICES**

This task is a general allowance for the addition of work to the ENGINEERS scope that is not explicitly stated in TASKS 000 – 500 or changes in the assumptions which are the basis for the above scope of work. Work and the associated fees under this task will only be used with express written authorization by the OWNER’s Project Manager and agreement by the ENGINEER. The upper limit of the Contingency allowance is provided in Article 5 of this Exhibit.

## **2. ADDITIONAL SERVICES BY AMENDMENT AND ASSUMPTIONS**

The OWNER reserves the right to amend this Agreement so that the ENGINEER may furnish services related to the project that are not currently part of the Basic Services. These additional services will be paid for by the OWNER in an amount and by a method to be determined at the time the services are requested.

The following items are currently not included in the Basic Services of this contract:

- Services extending beyond the time-frame described herein, which includes 12 months from Contractor’s Notice to Proceed to Substantial Completion and an additional 3 months from Substantial Completion to Final Completion.
- RPR hours extending beyond 1,600 hours.
- SCADA and Instrumentation and Control programming.
- Piping modifications beyond those shown in the bid set of drawings.

- A new building to house instruments or other equipment
- Evaluations of operational procedures or customized operational manuals for operating procedures (however, O&M manuals for equipment provided by manufacturers will be provided by the Contractor).
- Pre-qualification process for bidders or vendors.
- More than one bid.
- Support associated with pre-purchasing of equipment or preparing documents which are separate from the Bid Documents to be used for a pre-purchase equipment selection process.
- Integration or SCADA programming services, or troubleshooting of systems during construction and/or startup.
- Change to a different project alternative. If the proposed location shown for the lagoon develops an unexpected flaw or if the City decides for other reasons to change the lagoon size or location.
- It is assumed that the ENGINEER will prepare documents for one construction package, and all equipment will be specified under that package.
- In the event that additional improvements are to be included, this Agreement may be amended to increase the engineering scope of services and related costs, as described in Article 2.
- Based on the ENGINEER'S understanding of the project, it is assumed that no architectural, fire prevention, or building mechanical (HVAC, plumbing) drawings are required.

### **3. OWNER'S RESPONSIBILITIES**

Furnish to ENGINEER, as requested by ENGINEER for performance of Services as required by the Contract Documents, the following:

- Access to the Townsend Water Treatment Plant and Doggett Road facilities as needed;
- Timely review and input on deliverables;
- Other required information not covered herein;
- Timely processing of pay requests, change orders and other construction-phase documents.
- Separately contracting and paying an independent testing firm to do QA/QC testing of materials during construction.

OWNER shall be responsible for, and ENGINEER may rely upon, the accuracy and completeness of all reports, data, drawings, and other information furnished pursuant to this paragraph. ENGINEER may use such reports, data and information in performing or furnishing services under this Exhibit A.

Examine all alternate solutions, studies, reports, sketches, Drawings, Specifications, change orders, proposals and other documents presented by ENGINEER (including obtaining advice of an attorney, insurance counselor and other consultants as OWNER deems appropriate with respect to such examination) and render decisions pertaining thereto.

Bear all costs incident to compliance with the requirements of the OWNER's Responsibilities.

Bear all costs incident to permitting applications and bidding phase services, including reproduction of plans and specifications for bidders and plan rooms.

#### **4. TIME PERIOD FOR PERFORMANCE**

The time periods for the performance of services as set forth in this Agreement are amended and supplemented as follows:

- All work described herein this Exhibit A will begin within two weeks after receipt of formal execution of this Authorization and notice provided by the City's staff that the ENGINEER may begin work. The total duration is estimated to be 17 months. ENGINEER will provide to OWNER a more detailed project schedule within 30 days after formal authorization.
- Tasks 400-500 are scheduled for and estimated 15 months duration from Notice to Proceed to Final Completion, including Substantial Completion after 12 months. If the Contractor takes a longer period to construct the facility, then an amendment will be required for additional services.

#### **5. METHOD OF PAYMENT**

The method of payment for services rendered by the ENGINEER shall be as set forth below:

- For the Basic Services performed under Article 1, the OWNER agrees to pay the ENGINEER a lump sum amount of \$ 667,000 for Tasks 010 through 500. The amounts listed in Table 5-1 are estimated values for reference only and the fee shall not be held to upper limits by task. The method of payment will be on a lump sum basis for all authorized tasks.
- An allowance for Additional Services (Task 600) of \$ 75,000 is included in the upper limit of this Agreement to allow the City's Project Manager the means to authorize scope changes that are deemed to add value or benefit to the City. This allowance will only be allocated to specific use by written authorization by the OWNER'S Project Manager.
- The total not to exceed (NTE) for this supplemental agreement to the On-Call Professional Services Agreement is \$ 742,000.

##### Lump Sum Method of Payment

- Partial payments shall be made by the OWNER on a monthly basis in proportion to the percentage of work completed and the balance of payment made when Basic Services are completed. For invoice purposes only, the value of the various tasks is presented

in the table below. Any remainder in the Additional Services Allowance, Task 600, at the completion of the contract performance will not be obligated to the ENGINEER, but rather retained by the OWNER if not authorized for Additional Services.

**Table 5-1 Estimated Costs by Task (for reference only, budgets and billing are controlled by the total cost, not the individual tasks)**

<b>Task No.</b>	<b>Summary/Description</b>	<b>Value</b>
<b>Task 010</b>	<b>Project and Quality Management</b>	<b>\$ 51,400</b>
<b>Task 100</b>	<b>Permitting for the Doggett Road Site</b>	<b>\$ 16,700</b>
<b>Task 200</b>	<b>Engineering for the Doggett Road Site</b>	<b>\$ 33,700</b>
<b>Task 300</b>	<b>Engineering for Additional Design Services Described Herein (cameras, pipes and valves, lights, etc.)</b>	<b>\$ 20,400</b>
<b>Task 400</b>	<b>Construction Administration Services (Submittal Reviews, etc)</b>	<b>\$ 278,700</b>
<b>Task 500</b>	<b>Resident Project Observation</b>	<b>\$ 266,100</b>
<b>Subtotal</b>	<b>TOTAL LUMP SUM for BASIC SERVICES</b>	<b>\$ 667,000</b>
<b>Task 600</b>	<b>Additional Services ALLOWANCE, NTE</b>	<b>\$ 75,000</b>
<b>Total</b>	<b>TOTAL AUTHORIZATION</b>	<b>\$ 742,000</b>