

**Liberty Road
Water and Sewer Improvements
Phase I Bidding and Construction Services**

Background

HDR and their sub-consultants, working with the City, are completing the design, easement acquisition and permitting of the Mega Site Water and Sewer Project. Construction of the water and sewer infrastructure is expected to be completed in three phases.

To assist the City with bidding and construction services for Phase I, HDR has been asked to perform the services listed below in the proposed Scope of Services. As part of these services, HDR will meet the original design contract M/WBE commitment of 13.2% of the total proposed fee.

Scope of Services

HDR will perform the following services as directed by the City to provide bidding and construction services related to Phase 1 of the Mega Site Water and Sewer Project.

1. Task 1: Bid Phase Services
 - a. Following approval from the regulatory agencies and authorization from the Owner, the Engineer shall perform the following services related to Bidding and Award:
 - i. Assist the Owner in advertising for construction.
 - ii. Provide prospective bidders the contract documents upon their request for use in preparing their bids.
 - iii. Maintain a record of prospective bidders to whom Contract Documents have been issued.
 - iv. Aid in coordination and conduct the pre-bid conference.
 - v. Prepare addenda as appropriate to interpret, clarify, or further define the Contract Documents.
 - vi. Review substitute materials and equipment requests by Contractors.
 - vii. Attend the bid opening.
 - viii. Prepare certified bid tabulation sheets, check contractor's licensing, and prepare a recommendation for the award of the construction contract.
 - ix. Coordinate execution of the Contract Documents and issue Notice of Award to Contractor selected by the City.
2. Task 2: Construction Phase Services
 - a. General Administration of Construction Contract. Consult with Owner and act as Owner's representative. The extent and limitations of the duties, responsibilities, and authority of Engineer as assigned in the Agreement, except as Engineer may otherwise agree in writing. All of Owner's instructions to Contractor will be issued through Engineer, who shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in the Agreement except as otherwise provided in writing.

- b. Survey services to include construction staking of water and sewer line. This will also consist of staking valves, hydrants, manholes, vaults, etc. Survey will also set control points and re-stake one time.
- c. Resident Project Representative (RPR). Full-time on-site RPR services are not included in the Scope of Services. The site will be visited an average of once per week during weeks of construction activity to observe the work being performed, meet with the owner and/or contractor, review pay applications, etc. Owner will have a full time inspector onsite.
- d. Geo-tech services to include:
 - Soils inspection to test trench base up to 60 visits
 - Soil density Testing up to 10 visits
 - Soil testing for proof rolling if needed up to 2 visits
 - Density testing of all road cuts only, which will include compaction for all fill and asphalt testing up to 5 visits
 - Soil gradation to classify soils up to 2 tests
 - Standard proctor tests up to 4 tests
 - Concrete compression tests if needed up to 2 visits
 - Lab data and reports
 - A \$10,000 allowance for hazardous materials testing if needed
- e. Clarifications and Interpretations; Field Orders. Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's 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.
- f. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- g. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated in the Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- h. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- i. Applications for Payment. Based on Engineer's observations and on review of Applications for Payment and accompanying supporting documentation:
 - i. Determine the amounts that Engineer recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole 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), and the conditions precedent to

- Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe Contractor's work.
- ii. By recommending any payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Contract Documents. Neither Engineer's review of Contractor's work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
 - j. Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that Engineer may recommend, in writing, final payment to Contractor.
 - k. As-Recorded Drawings. Engineer will prepare As-Recorded Drawings by incorporating changes noted by the Contractor during the course of construction. Engineer will rely on the data provided by the Contractor. Survey will also locate all above ground utilities including: valves, hydrants manholes, vaults, etc.
 - l. Duration of Construction Phase. The Construction Phase will commence with the execution of the first Construction Agreement for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. The construction phase duration is 12 consecutive months beginning from notice to proceed.
 - m. Limitation of Responsibilities. Engineer shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Engineer shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents. Engineer shall not control or have charge of, and shall not be responsible for, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction.

Proposed Schedule

Tasks 1 will be completed within two months. Task 2 will be completed within 12 months after start of construction.

Engineering Fee

Based upon the Scope of Services presented above, HDR's proposed fee is "three hundred ninety-seven thousand seven hundred eighty-six" dollars (\$397,786.00) based upon the following breakdown of the tasks:

- Task 1: Bid Phase Services \$ 28,434.00
- Task 2: Construction Phase Services \$ 359,352.00
- Allowance for Hazardous Material Testing \$ 10,000.00

HDR will utilize the following City approved MWBE sub-consultants to assist with the proposed work, with a total of 41.04%.

- MLA Design Group, Inc. (survey) 13.5% M/WBE \$ 53,760.00
- A1 Consulting Group, Inc. (geo-tech testing) 27.53% M/WBE \$ 109,506.00