



405 Banner Avenue, Greensboro, NC 27401

Phone 336.379.8806 Fax 336.379.9184

TASK AUTHORIZATION

2020 REHABILITATION CONSTRUCTION ADMINISTRATION AND RPR ASSISTANCE

This Authorization, when executed, shall become part of the On-Call Agreement for Professional Services between City of Greensboro (CITY), and C2 Contractors, LLC (CONSULTANT), hereafter referred to as the Agreement, dated November 9, 2020.

- 1. The Basic Services of the CONSULTANT as described in the Agreement are supplemented as follows, to provide limited construction services for the CITY's Sanitary Sewer and Water Line Rehabilitation 2020 construction contract (# 2020 020), to be referred to as the PROJECT:**

BACKGROUND

The CITY has requested that CONSULTANT provide professional engineering services in support of the Sanitary Sewer and Water Line Rehabilitation 2020 construction. CONSULTANT shall provide limited construction administration and Resident Project Representation services. The anticipated duration of construction is 18 months.

This scope of services consists of the following major tasks:

- Task 1 – General Administration of Construction Contract
- Task 2 – Resident Project Representation (RPR)

SCOPE OF SERVICES

Task 1 – General Administration of Construction Contract

CDM Smith, Inc. (ENGINEER) shall provide general service during construction (the hourly not to exceed amount for this task assumes approximately 350 hours) for the Sanitary Sewer and Water Line Rehabilitation 2020 construction over an 18-month construction period from Notice to Proceed (NTP) to Final Completion/Acceptance. The CITY will provide primary construction contract administration services; therefore, ENGINEER will serve in a supporting role. Services may include: monthly progress meetings, shop drawing review, design clarifications, change order review, periodic site visits, and limited inspection upon substantial completion, among other tasks described in this Agreement. 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 incident to the work selected by the Contractor(s), or for any failure of the Contractor(s) compliance with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s). The Agreement



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will be amended to provide additional compensation should an increase in the assumed 18-month construction period duration or 350 hours occur.

Administration of the Construction Contract

The CITY will take the lead for administration of the construction contract, during the estimated 18-month construction period. ENGINEER will provide assistance as required for the PROJECT, including holding a pre-construction meeting in coordination with the CITY 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. The ENGINEER will meet with CITY and contractor representatives and other key project team members during construction when requested by the CITY. ENGINEER participation in one pre-construction meeting and up to 6 construction progress meetings have been budgeted.

Engineer Site Visits

ENGINEER will make periodic site visits (up to 10 site visits) during active stages of construction, when requested by the CITY, to observe the progress and quality of the Work and to determine if the Work is proceeding in substantial accordance with the Contract Documents. ENGINEER's observation is not intended to involve work beyond the responsibility specifically assigned to ENGINEER in this Agreement and the Contract Documents.

The purpose of ENGINEER's visits to 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.

Shop Drawings

ENGINEER will review and approve or take other appropriate action with respect to shop drawings, samples, and other data for sewer rehabilitation work items 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. The budget for this task assumes up to 10 individual shop drawing reviews.

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 including responding to request for information (RFIs) from the CITY and Contractor. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. The budget for this task assumes up to 3 RFIs.



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Substitutes

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

Project Management and Coordination

The ENGINEER shall manage the PROJECT in a manner so as to be responsive to the needs and schedule of the CITY/CONSULTANT and produce a quality work product. Tasks generally include overseeing ENGINEER team, scope, schedule, and budget; monitor ENGINEER'S project quality; prepare and submit monthly invoices; and maintaining a project filing system. ENGINEER will also maintain regular communication with the CITY/CONSULTANT via email and phone calls on an as needed basis. Task also includes maintaining ENGINEER'S quality control and quality assurance program throughout the 18-month PROJECT duration.

Task 2 – Resident Project Representation

The CONSULTANT shall provide one Resident Project Representative (RPR) budgeted at an average of 38 hours/week for the assumed 18-month construction period. This Task includes up to 2,600 regular hours plus an additional 400 overtime hours for the 78-week construction duration, for a total of 3,000 hours. Overtime rate shall be used for hours beyond 45 hours in a week (Sunday through Saturday) or work on weekends or holidays. This Agreement shall be amended to provide additional compensation for RPR services should an increase in the number of hours specified above be required.

Through more extensive on-site inspections of the work in progress and field checks of materials and equipment by the RPR and assistants, CONSULTANT shall use reasonable effort to provide further protection for CITY against defects and deficiencies in the work of Contractor. However, CONSULTANT shall not, during such visits or as a result of such inspections of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall CONSULTANT 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.

The duties and responsibilities of the RPR at the direction of the CITY, are limited to those of CONSULTANT in CONSULTANTS's Agreement with the CITY and in the construction Contract Documents and are further limited and described as follows:

General



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RPR is CONSULTANTS's agent at the site, will act as directed by and under the supervision of the CITY, and will confer with CITY/CONSULTANT regarding RPR's actions. RPR's dealing with Contractor's subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with CITY with the knowledge of CONSULTANT.

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 CITY 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 CITY's liaison with Contractor, working principally through Contractor's superintendent, and assist in understanding the intent of Contract Documents; and assist CONSULTANT in serving as CITY's liaison with Contractor when Contractor's operations affect CITY's on-site operations.

RPR shall assist in obtaining from CITY additional details or information when required for proper execution of the work.

Shop Drawings and Samples

RPR shall advise CITY and Contractor of the commencement of any work requiring a Shop Drawing or Sample if the submittal has not been approved by CITY.

Review of Work, Rejection of Defective Work, Inspections and Tests

RPR shall observe the work in progress to assist CONSULTANT/CITY in determining if the work is proceeding in accordance with the Contract Documents.

RPR shall report to CITY/CONSULTANT 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 CITY/CONSULTANT 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 are conducted in the presence of appropriate personnel; and that Contractor maintains adequate records thereof; and observe, record, and report to CITY appropriate details relative to the test procedures.



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RPR shall accompany visiting inspectors representing public or other agencies having jurisdiction over the PROJECT, record the results of these inspections, and report to CITY.

RPR shall coordinate and review the results of tests made by the independent soils and materials testing laboratory.

RPR shall report to CITY 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 CITY. Transmit to Contractor in writing decisions as issued by CITY.

Records

RPR shall maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents including all Work Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, CITY'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 CITY/CONSULTANT.

RPR shall record names, addresses and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.

Reports

RPR shall furnish to CONSULTANT periodic reports as required of progress of the work and of Contractor's compliance with the progress schedule. RPR shall consult with CITY/CONSULTANT in advance of scheduled major tests, inspection, or start of important phases of the work.

Payment Requests

RPR shall review Applications for Payment with Contractor for compliance with the established procedures for their submission and forward with recommendations to CITY/CONSULTANT, 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.



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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 by CITY.
- RPR shall not undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, 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 participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by CONSULTANT.

2. CITY’S RESPONSIBILITIES

The responsibilities of CITY as described in the Agreement are as follows:

- Administer the Construction Contract and engage CONSULTANT on an as-needed basis.
- Provide access to site as needed.
- Attend project meetings.

3. TIME PERIOD FOR PERFORMANCE

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

- Work described in this Task Authorization will begin within two weeks of execution of this Task Authorization and receiving a formal Notice to Proceed (NTP) and continue through the 18-month construction duration.

4. COMPENSATION AND PAYMENT

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

For the Basic Services Task 1 and 2 performed under Section 1, the CITY agrees to pay the CONSULTANT a cost not-to-exceed amount of **\$399,300.00**. The amounts presented in Table 4-1 are estimated values for reference only and CONSULTANT will not be held to upper limits by task.



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The CITY agrees to pay the CONSULTANT on a time and material cost basis. Payment shall be made by the CITY on monthly invoices based on CONSULTANT actual labor, subconsultants and other direct costs. CONSULTANT's labor cost will be invoiced based on the actual hours and contractual hourly billing rates included below. The contractual hourly billing rates shall be subject to review and adjustment at the end of each calendar year. Other direct costs will be billed at actual cost. This agreement may be amended to authorize additional engineering services as determined necessary.

The CONSULTANT intends to subcontract to Manholes and Pipeline Consulting, a WBE firm, to provide RPR services for a not-to-exceed amount of \$261,000 as well as CDM Smith, Inc. for ENGINEER services for a not-to-exceed amount of \$57,000.

Table 4-1: Payment Amounts by Task

Task – Description	Value
Consultant	\$49,500.00
General Administration of Construction Contract	\$62,700.00
Resident Project Representation	\$287,100.00
Total not to Exceed Task Authorization	\$399,300.00



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CONSULTANT HOURLY BILLING RATES

Officer-in-Charge	\$255
Technical Reviewer	\$255
Senior Project Manager	\$235
Senior Engineer	\$215
Project Engineer IV	\$195
Project Engineer III	\$165
Project Engineer II	\$140
Project Engineer I	\$125
Designer/Drafter/CADD Op.	\$125
GIS Technician	\$110
RPR II	\$110
RPR II (Overtime)	\$130
Accounting	\$130
Admin./Doc. Control	\$110

A large, light blue watermark of the C2 logo is positioned diagonally across the lower half of the page. The 'C2' is very large and stylized, with the 'C' being a thick, open curve. To the right of the 'C2', the words 'ontractors, LLC' are written in a bold, light blue, sans-serif font.