

EXHIBIT C SCOPE OF SERVICES

Professional Services Owner's Representative Services During Design and Construction

This Authorization, when executed, shall be incorporated in and become part of the Owners Representative Agreement for professional services between the City of Delray Beach (OWNER) and CDM Smith Inc. (CONSULTANT), dated _____, 2020 hereafter referred to as the Agreement.

I. PROJECT BACKGROUND/OBJECTIVE

Owner's Representative (referred to herein as Consultant) Professional Services shall be implemented and coordinated directly with the OWNER's Project Manager including submittal of all documents, scheduling of meetings, and other related project tasks. The project contained within this Service Order is associated with the Design-Build of the City of Delray Beach Fire-Rescue Station No. 113 facility, namely:

- Project: City of Delray Beach Fire-Rescue Station No. 113

The OWNER will utilize a design-build project delivery method for the construction of Fire Station No. 113. CONSULTANT will provide Owner's Representative Professional Services during the procurement, design and construction of the Project.

The CONSULTANT will exercise independent professional judgment in performing obligations and responsibilities under this Agreement as long as decisions affecting the Project have received the OWNER's written permission to do so. The authority of the CONSULTANT's lead person, such as the Construction Project Administrator/Project Manager and Senior Project Engineer shall be for the purposes of obtaining, reporting, and executing instructions and directives from the OWNER.

Services provided by the CONSULTANT will comply with this Agreement unless otherwise directed in writing by the OWNER.

II. DEFINITIONS

Agreement: The Professional Services Agreement between the OWNER and the CONSULTANT setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

Contractor or Design-Builder: The individual, firm, or company contracting with the OWNER for delivering the Design-Build Project, sometimes referred to as the Design-Builder.

Construction or Design-Build Contract: The written agreement between the OWNER and the Design-Builder setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

Owner's Project Manager: The City of Delray Beach employee assigned to manage the Construction Project Owner's Representative Agreement and represent the City of Delray Beach during the performance of the services covered under this Agreement.

Consultant: The Consulting firm under contract to the OWNER as Owner's Representative for the Design-Build of the Project, including providing on-site Resident Project Representative Services.

Consultant Project Administrator/Project Manager (PM): The employee assigned by the CONSULTANT in charge of providing Design-Build Contract administration services for one or more construction projects.

Consultant Senior Project Engineer: The Engineer assigned by the CONSULTANT in charge of providing Design-Build Contract administration for the Project. This person may supervise other CONSULTANT employees and act as the lead Engineer for the CONSULTANT.

Engineer (or Architect) of Record: The Engineer (or Architect) noted on the construction plans as the responsible person for the Design-Build project and directing the preparation of the drawings

Resident Project Representative: The employee assigned by the CONSULTANT at the Project site to assist the PM in carrying out full-time contract administration responsibilities for the OWNER at the site.

III. SCOPE OF SERVICES

Under the scope of work (SOW) for this Project, the CONSULTANT will provide the following Owner's Representative professional services during procurement, design, and construction over the expected 23-month Design-Builder's project duration to Completion of the new Fire Station:

- Assistance with development of the comprehensive Design-Build Contract agreement for completion of the design and construction of the Design-Build Project:
 - Prepare a draft Design-Build Contract for Owner review and acceptance;
 - Attend a negotiations meeting for the Design-Build Contract;
- Conduct Project Kickoff meeting
- Conduct periodic meetings during design and construction
- Attend Commission Meetings
- Services during design of the Design-Build Project:
 - Coordinate with Stakeholders
 - Coordinate the Design-Build Contract administration activities of all parties involved in completing the Project.
 - Evaluate Design-Build schematic architectural/engineering solutions in conformance with design criteria
 - Review Design Package documents for adherence with the intent of the DCP and accepted alternates and provide comments
 - Review and respond to request for deviation (RFD) from the DCP
 - Backcheck, follow-up, and close-out of OWNER comments provided in a Comment Matrix
- Services during construction of the Design-Build Project:
 - Attend Project Pre-construction meeting
 - Review and process Design-Builder shop drawing submittals for compliance with Design Criteria Package (DCP) specifications.
 - Review and respond to requests for information (RFIs)
 - Review and respond to requests for clarification of intent (RCI);
 - Review and process contractor shop drawing submittals
 - Develop a submittal registry
 - Develop and maintain a document control system
 - Review and respond to requests for change orders
 - Conduct independent sampling and testing, when required and after prior consultation with Owner
 - Conduct incidental surveys, when required and after prior consultation with Owner
 - Conduct periodic construction engineering inspections (CEI);
 - Oversee the Design-Build Contract process with monitoring and administration, including the services of a full-time resident project representative (RPR)
 - Review and verify record drawings prepared by the Design-Builder
 - Assemble Warranty books and prepare punch list
 - Prepare and submit certificate of completion as part of Closeout

The specific content of deliverables and extent of assistance is provided in subsequent task description.

TASK 1 – PROJECT MANAGEMENT

Activities performed under this task include general functions required to maintain the project on schedule, within budget, and that the quality of the work products defined within this scope is consistent with the CONSULTANT's standards and the OWNER's requirements. CONSULTANT's project management responsibilities consist of:

- Management of the overall effort for which CONSULTANT has responsibility,
- Invoicing for project costs incurred by CONSULTANT,
- Deliverables associated with management of CONSULTANT's contracted services,
- Development and maintenance of Project documents,
- QA Plan and monitoring, and
- Project Meetings

Task 1 Project Management will be provided for a total of 3-months during the design and construction phase duration for the Design-Build (DB) plus 1 additional months used in the initiation and negotiation of the Design-Build Contract and Closeout of the construction phase and 1 month following closeout. Project Management services will be provided for a total of 25 months.

Subtask 1.1 - Management

Project management includes activities related to initiating, planning, executing, controlling, and closing the project. CONSULTANT will be responsible for overall coordination and management of this project task through its assigned Construction Project Administrator/Manager (PM). The PM's efforts will be focused on completion of tasks and submittal of deliverables according to the project schedule and budget, staffing, internal kickoff meeting, facilitating QA/QC reviews of project efforts and identifying and communicating to the OWNER issues that arise, which may impact project progress. This task includes the assistance of other technical and administrative staff for coordinating, assembling and formatting of deliverables and other internal project management meetings and activities. During this task, the CONSULTANT will perform the following activities or milestones:

The PM will manage the agreed budget and scheduling aspects of the various work activities identified herein for the period indicated in the Project Schedule.

- Monthly Reporting and Invoicing:** CONSULTANT will prepare monthly progress reports in support of invoices to describe the work completed during the previous reporting period, anticipated work for the following period, current budget and schedule status, and any project issues requiring discussion or resolution. The format and content of the invoice shall be in accordance with direction provided by the OWNER. It is anticipated that deliverables will be submitted to the OWNER's Project Manager. With each monthly invoice submittal, the CONSULTANT will provide a Status Report for the Agreement.
- Amendment Request (AR):** When the CONSULTANT identifies a condition that will require an amendment to the Agreement, the CONSULTANT will communicate this need to the OWNER's Project Manager for acceptance. Upon acceptance, CONSULTANT will prepare and submit an Amendment Request (AR), and all accompanying documentation to the OWNER's Project Manager for approval and further processing. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the OWNER. The CONSULTANT will be responsible for performing follow-up activities to determine the status of each AR request submitted to the OWNER.
- Design-Build (DB) Contract Assistance:** CONSULTANT will assist the OWNER with development of the comprehensive Design-Build Contract agreement for completion of the design and construction of the Design-Build Project during the Project initiation.

Deliverables (issued via electronic delivery in pdf format):

- Monthly Progress Reports
- Monthly Invoices

Task 1.2 - Document Control Management System

CONSULTANT will develop and implement an electronic document control management system (DCS) for the CONSULTANT, OWNER and Design-Builder to utilize for transfer information, and track review of Project documentation. The DCS will be setup at the start of the project with DSC data provided to the OWNER at the end of the Project. The DCS will include building an e-builder platform for the OWNER that can be transferred to the OWNER at any time during the Project. The CONSULTANT will engage the OWNER in the design of the platform and will be trained in the platform by CONSULTANT. The OWNER will be responsible to obtain the required licenses and account activation directly from e-builder (separate from this Contract) if the OWNER elects to establish a City e-Builder environment.

Initial e-Builder setup will be limited to configuration of four modules (e.g. Documents, Processes, Forms and Reports) and basic dashboard, including four business processes (e.g. Daily Reports, RFIs, Submittals and Change Orders) and four forms (e.g. Correspondence, Meeting Minutes, Work Change Directives, Non-Conformance) from CONSULTANT's best practice library with minor configuration.

Deliverables:

- Document Control System (DCS) access
- Monthly updates of the Document Control System (DCS) database content submitted electronically to the OWNER

TASK 2 – MEETINGS DURING DESIGN AND CONSTRUCTION

The CONSULTANT will attend the following meetings during the Project.

Subtask 2.1 – Meetings During Project Initiation and Design

1. **Kickoff / Project Quality Meeting** – CONSULTANT will facilitate a project kickoff / quality meeting to confirm OWNER's goals and objectives, identify roles, responsibilities and communication protocols for project team members; discuss the scope of work, deliverables, schedule, quality aspects, critical success factors and action plans to achieve OWNER's goals and objectives. CONSULTANT assumes that OWNER's Project Manager and key Team members will attend this meeting. This meeting may occur on the same day as the Kickoff Meeting. CONSULTANT will be responsible for scheduling, developing the agenda and presentation, facilitating the meeting, and recording and distributing meeting notes.
2. **Design-Build Contract Negotiation Meeting** – CONSULTANT's will attend a Design-Build Contract negotiation meeting scheduled by the OWNER. CONSULTANT will provide support to the OWNER during the Design-Build Contract negotiations and provide recommendation regarding the Standard Contract terms. CONSULTANT assumes that Administrator/Project Manager and key Team members will attend this meeting. The CONSULTANT will be responsible for facilitating the meeting and recording and distributing meeting notes.
3. **Monthly Design Progress Meetings** – CONSULTANT will attend Monthly Progress Meetings with the OWNER and Design-Builder to discuss project progress, project issues and coordination (up to the 100% Construction Document Submittal). Key team members may attend from time to time by phone or in person. CONSULTANT will be responsible for scheduling, developing the agenda, and facilitating the meeting. Minutes will be distributed by CONSULTANT one (1) week after the meeting date. For budgeting purposes, nine (9) Design Progress Meetings have been assumed. CONSULTANT shall consult/coordinate with OWNER's project manager prior to key team members attending meetings.
4. **Specialty Meetings:** CONSULTANT will attend Specialty Meetings (or tele-conference calls) to answer questions and resolve design issues with the Design-Builder and the OWNER in evaluating impacts these issues may have on the design, schedule, or other projects. Key team members may attend by phone or in person. CONSULTANT will be responsible for scheduling, developing the agenda, and facilitating the meetings. Minutes will be distributed by CONSULTANT one (1) week after the meeting date. For budgeting purposes, three (3) Engineering Specialty Meetings have been assumed to support activities associated with the execution of the Design-Build of the Facility. CONSULTANT shall consult/coordinate with OWNER's project manager prior to key team members attending meetings.
5. **Final Guaranteed Maximum Price (GMP) Informational Meeting:** CONSULTANT will schedule and attend a Final GMP informational meeting with the Design-Builder and the OWNER. CONSULTANT assumes that Administrator/Project Manager and key Team members will attend this meeting by phone or in person. The CONSULTANT will be responsible for facilitating the meeting and recording and distributing meeting notes. Minutes will be distributed by the Design-Builder one (1) week after the meeting date.

Deliverables (issued via electronic delivery in pdf format):

- Meeting agenda for each meeting (Kickoff, Project Quality, Negotiation)
- Meeting summary (Kickoff, Project Quality, Negotiation)

- Meeting comments (Progress)

Subtask 2.2 – Meetings During Construction

CONSULTANT will attend the following meetings during construction:

1. **Pre-Construction Meeting:** CONSULTANT will attend a Pre-construction meeting to support construction initiation of the Design-Build Facility. CONSULTANT will be responsible for scheduling, developing the agenda and presentation, facilitating the meeting, and recording and distributing meeting notes. The Design-Builder will review and comment on the agenda, presentation and meeting notes as developed by CONSULTANT. The CONSULTANT will be available for coordination calls prior to the Pre-construction meeting.

The pre-construction meeting agenda may include, but it is not limited to:

- 1) Organization and team member roles
- 2) Project communications
- 3) Prepare agenda
- 4) Prepare minutes of pre-construction meeting
- 5) Procedures for shop drawing submittals during construction
- 6) Discussion of project safety
- 7) Pollution prevention
- 8) Phasing and Sequencing Plan
- 9) Work Schedules
- 10) Communications/coordination protocols with the City and stakeholders
- 11) Maintenance of Traffic (MOT)
- 12) Scheduling progress meetings
- 13) Shop drawings / submittals review and approval process
- 14) Change order process management
- 15) Progress payments and progress reporting
- 16) Inspections and testing
- 17) Utilities locating requirements
- 18) Record drawings
- 19) Warranties
- 20) Substantial Completion
- 21) Project Closeout
- 22) Additional items proposed by attendees

2. **Bi-Weekly Construction Progress Meetings –** CONSULTANT will attend Bi-Weekly Construction Progress Meetings with the OWNER and Design-Builder to discuss construction progress, project issues through the Substantial Completion milestone. Key team members may attend from time to time by phone or in person. Progress meetings will be scheduled by CONSULTANT. CONSULTANT will be responsible for scheduling, developing the agenda, and facilitating the meeting. Minutes will be distributed by CONSULTANT one (1) week after the meeting date. For budgeting purposes, twenty-six (26) Construction Progress Meetings have been assumed.
3. **Substantial Completion:** One substantial completion meeting and corresponding follow up meeting, attended by various Design-Builder Engineers of Record (EOR), which will include a walkthrough to develop punch list items. CONSULTANT shall be responsible for developing the Punch List, scheduling, developing the agenda and presentation, and facilitating the meeting.

Deliverables (issued via electronic delivery in pdf format):

- Meeting agenda (Substantial Completion)
- Meeting agenda comments (Pre-construction, Progress)
- Meeting summary (Substantial Completion)

Subtask 2.3 – Public Information Commission Meetings

CONSULTANT will attend the following Commission meetings during the Project:

1. **City Commission and One-on-One Meetings:** CONSULTANT will prepare and make presentations for one (1) City Commission meeting in connection with the project covered by this Agreement (if requested). CONSULTANT's PM and key team members may attend. CONSULTANT will be responsible for scheduling, developing the agenda and presentation and distributing meeting notes. In addition, CONSULTANT will prepare and attend five (5) one-on-one meetings with the City Commission.

Deliverables (issued via electronic delivery in pdf format):

- Meeting Presentations (Commission)

TASK 3 – ENGINEERING SERVICES DURING DESIGN AND CONSTRUCTION

The CONSULTANT will provide engineering services during the design and construction phase of the Project.

Task 3.1 - Design Documents Review

CONSULTANT will review and comment on the Design-Builder design submittals in anticipation of the Design Review Meetings as required in the Design Criteria Package (DCP). The CONSULTANT will review these documents for compliance and adherence with the intent of the Design Criteria for the Project. It is assumed, as per the Design-Builder's proposal, that up to four (4) design packages will be submitted corresponding to the 30% Construction Document Submittal, 60% Construction Document Submittal, 90% Construction Document Submittal and 100% Issued for Construction (IFC) Document Submittal. The CONSULTANT will review each package and provide comments in a Comment Matrix spreadsheet, noting issues and deviations from the approved DCP. The CONSULTANT will complete the review process by reviewing the Design-Builder's disposition and response to each comment, provide either an additional comment and/or acceptance of the Design-Builder's response, and backcheck verify each item has been incorporated into the next subsequent design package deliverable noting items not completed in the Comment Matrix.

Design packages will be provided to the CONSULTANT prior to the Design Review Meeting. It is anticipated that the Design-Builder will separate the design in up to four (4) design packages, therefore this task assumes each design package will require a separate design review and corresponding design meeting, and coordination with the OWNER for project background information. Attendance to design meetings will include key team members of the CONSULTANT based on the content. The Design-Builder will provide electronic drawings, specifications, and 3D rendering for reviews.

All comments will be provided to the Design-Builder and OWNER within a maximum of fourteen (14) calendar days from receipt of the design packages. The CONSULTANT will be available to clarify any comments, either by phone, in person, and/or in writing, which are unclear or not understood by the OWNER and/or Design-Builder. Any conference call and/or meeting with the Design-Builder and/or OWNER to discuss the technical merit of the comments provided in the Comment Matrix spreadsheet or to provide project background information will be considered as an Engineering Specialty Meeting under Task 2.

The Comment Matrix spreadsheet will be utilized. Responses provided by the Design-Builder will be returned to the CONSULTANT to review for compliance and adherence with the intent of the DCP. It will be the CONSULTANT's responsibility to backcheck the next level of design documents or final issued documents for confirmation of Design-Builder's responses.

Deliverables (issued via electronic delivery in pdf format):

- Design Package Document Comment Matrix (each Package)
- Design-Builder Application for Payment Review (Monthly During Design)

Task 3.2 - Request for Clarifications of Intent (RCI) and Request for Deviation (RFD)

CONSULTANT will review and respond to technical RCIs and RFDs during design. The OWNER shall address RCIs related to the Design-Build Contract, administration, and other items where the CONSULTANT's input is not considered required. Responses will be provided within a maximum of seven (7) calendar days from the CONSULTANT's receipt of RCIs or RFDs. The CONSULTANT will maintain a log of RCIs/RFDs received for internal tracking purposes, which will be made available to the OWNER for informational purposes on a monthly basis. Should meetings to discuss RCIs/RFDs responses be requested by the OWNER, these will be part of the Specialty Meetings under Task 2. All responses will be coordinated through the OWNER and submitted via e-mail correspondence.

CONSULTANT will review and respond to requests for technical deviation of approved submittal as requested by the Design-Builder and provided by the OWNER. Request for deviation (RFD) shall be defined as a request for replacement/modification of the equipment, layout and systems as provided by the Design-Builder during the 30% Construction Documents Submittal stage and accepted by OWNER. The CONSULTANT will evaluate the request and any supporting information which may include calculations, supplemental engineering design and other technical data issued by the Design-Builder in support of their request and provide an opinion as to: does the requested deviation meet the intent of the design, does the requested deviation provide similar quality as the approved proposal. The Design-Builder will be responsible for providing the necessary information on the RFD to confirm that the evaluation requirements mentioned above are met. This task does not include preparation of calculations or engineering design by the CONSULTANT as part of the evaluation of the RFD. For budgeting purposes, a maximum of 4 RFDs have been assumed. Responses will be provided within a maximum of fourteen (14) calendar days from the CONSULTANT's receipt of RFD. The CONSULTANT will maintain a log of RFDs received for internal tracking purposes, which will be made available to the OWNER for informational purposes on a monthly basis. Should meetings to discuss RFD responses be requested by the OWNER, this will be part of the Specialty Meetings under Task 2. All responses will be coordinated through the OWNER and submitted via e-mail correspondence.

Deliverables (issued via electronic delivery in pdf format):

- RCIs Responses and Registry
- RFD Responses and Registry

TASK 4 - ADMINISTRATION OF CONSTRUCTION CONTRACT

The CONSULTANT will perform Construction Administration Services in connection with the Project identified in the Agreement. The CONSULTANT's Project Manager (PM) will be the primary point of contact for and during the Design-Build Contract during construction and will have the responsibility for all communications with the OWNER's Project Manager and Design-Builder.

Services shall include maintaining the required level of observation of Design-Builder activities, interpreting special provisions for the Design-Build Contract, maintaining records of activities and events relating to the Project and properly documenting Project changes.

Subtask 4.1 – Full-Time Resident Project Representative (RPR)

The CONSULTANT will assign a Full-Time Resident Project Representative (RPR) to assist the CONSULTANT PM in carrying out contract administration responsibilities for the OWNER at the site during construction. CONSULTANT will maintain records of the Design-Builder's daily operations and of significant events that affect the work. The RPR will be the PM's agent at the Site and will act as directed by and under the supervision of the PM and will confer with the PM regarding RPR actions.

CONSULTANT's RPR will observe the Design-Builder's work to determine the progress and quality of work. CONSULTANT will identify discrepancies, report significant discrepancies to the OWNER, and direct the Design-Builder to correct such observed discrepancies.

CONSULTANT will prepare digital photo and video documentation of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy. These photographs and video will be filed and maintained by the CONSULTANT using the DCS.

The PM will have additional inspection personnel visit the site periodically at times in conjunction with the RPR and the PM. All staff dealing in matters pertaining to the on-site work shall in general be with knowledge of the PM and the Design-Builder keeping the OWNER's Project Manager advised as necessary. The PM team's dealing with the Design-Builder's subcontractors shall be only through or with the full knowledge and approval of the Design-Builder. The RPR shall generally communicate with the OWNER with the knowledge of and under the direction of the PM.

The CONSULTANT's RPR will inform the OWNER's Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Design-Builder and the corrective action that has been directed to be performed by the Design-Builder.

CONSULTANT's RPR will verify that the Design-Builder is conducting inspections, preparing reports and monitoring storm water pollution prevention measures associated with the Project.

CONSULTANT's RPR will facilitate coordination and communication between Utility Agency's representatives, OWNER's staff and Design-Builder's executing the work. The CONSULTANT will identify potential utility conflicts and assist in the resolution of utility issues including City and Local Government owned facilities.

Deliverables (issued via electronic delivery in pdf format):

- RPR Daily Reports (Submitted Weekly)

Subtask 4.2 – Construction Engineering Inspection

The CONSULTANT will conduct periodic site inspections by various discipline leads to monitor the Design-Builder's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Design-Build Contract to determine that the Project is constructed in reasonable conformity with such documents. Engineering site inspections will be documented and made available as part of the progress reports. It can be anticipated that discipline site visits will be performed in accordance with the progress of construction. The CONSULTANT will adhere to health and safety requirements for the Project site. This activity duration is assumed through Substantial Completion. The CONSULTANT will also monitor off-site activities and construction unless otherwise stipulated by the Agreement.

CONSULTANT will monitor and inspect Design-Builder's Work Zone Traffic Control and National Pollutant Discharge Elimination System (NPDES) Plan and review modifications to the Work Zone Traffic Control and NPDES Plan, including Alternate Work Zone Traffic Control Plan. The CONSULTANT's employees performing such services shall be qualified in accordance with the OWNER's standard procedures.

CONSULTANT will monitor, inspect, and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List and DCP.

CONSULTANT will verify that the Design-Builder is conducting inspections, preparing reports, and monitoring storm water pollution prevention measures associated with the Project.

Deliverables:

- Site Inspection Report(s)

Task 4.3 - Review and Respond to Submittals

CONSULTANT will review Design-Builder prepared shop drawings and other submittals related to conformance and compliance with the Design Criteria Package (DCP) and Design-Builder Contract. The CONSULTANT's standard Design-Builder submittal and review forms will be utilized. Review of shop drawings and submittals will be provided within a maximum of fourteen (14) calendar days from receipt of submittals.

The CONSULTANT will analyze the Design-Builder's progress schedule(s) (i.e. baseline(s), revised baseline(s), updates and as-built) for compliance with the Design-Build Contract. Elements including, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. The CONSULTANT will verify the schedule conforms with the construction phasing and Maintenance of Traffic (MOT) sequences, including contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and other concerns when identified.

The CONSULTANT will Identify, review, and track progress of any other Joint Project Agreements, and/or other Owner and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

The CONSULTANT will review the required documents submitted by the Design-Builder. The document review will include miscellaneous submittals, such as; schedule of values, Quality Assurance Plan, MOT Plan, Safety Plan, Pollution Prevention Plan, Phasing Plan, Design-Builder's list of sub-contractors and suppliers, as well as compliance submittals, such as; shop drawings, inspections and testing reports.

The CONSULTANT will review the Design-Builder's update to the Design-Build progress schedule. The CONSULTANT will review the Design-Builder's monthly updates to the proposed project schedule to confirm or determine if the construction of the Project is on schedule or advise the OWNER's Project Manager of any variance from the originally approved project schedule.

The CONSULTANT will review Design-Builder's Applications for Payment. The CONSULTANT will review and verify the completed pay requests submitted monthly by the Design-Builder based on observed and documented work completed and materials stored on-site during the pay period as well as supporting documentation submitted by the Design-Builder as an attachment to the pay request. The CONSULTANT will produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Design-Builder operations and to facilitate prompt processing of such information for the OWNER to make timely payments to the Design-Builder.

The CONSULTANT will maintain a log of Submittals requiring the CONSULTANT's review as received from the Design-Builder (i.e., Submittal Registry) which will be made available to the OWNER for information purposes on a monthly basis.

Deliverables (issued via electronic delivery in pdf format):

- Submittals list review
- Submittal reviews (for items requiring the CONSULTANT's review)
- Submittal Registry
- Construction Progress Schedule Review (Monthly)
- Design-Builder Application for Payment Review (Monthly during Construction)

Subtask 4.4 – Request for Change Proposals

The CONSULTANT will review request for change proposals (RFPs) submitted by the Design-Builder during construction. The CONSULTANT will evaluate the request and any supporting information which may include calculations, supplemental engineering design and other technical data issued by the Design-Builder in support of their request and provide an opinion as to: does the requested change meet the intent of the design, does the requested deviation provide similar quality as the approved Contract Documents. The Design-Builder will be responsible for providing the necessary information on the RFP to confirm that the evaluation requirements mentioned above are met. This task does not include preparation of calculations or engineering design by the CONSULTANT as part of the evaluation of the RFP. For budgeting purposes, a maximum of 4 RFPs have been assumed. Responses will be provided within a maximum of fourteen (14) calendar days from the CONSULTANT's receipt of RFP. The CONSULTANT will maintain a log of RFPs received for internal tracking purposes, which will be made available to the OWNER for informational purposes on a monthly basis. Should meetings to discuss RFP responses be requested by the OWNER, this will be part of the Specialty Meetings under Task 2. All responses will be coordinated through the OWNER and submitted via e-mail correspondence.

The CONSULTANT will seek input from the OWNER's Project Manager relating to all Supplemental Agreement (amendments) requests. Supplemental Agreements must be determined to be in accordance with the OWNER prior to approval by the CONSULTANT. For any Supplemental Agreement which exceeds the thresholds, prepare the Supplemental Agreement as a recommendation to the OWNER, which the OWNER may accept, modify or reject upon review with the OWNER's Project Manager. The CONSULTANT will direct all issues, which exceed delegated authority to the OWNER's Project Manager for OWNER actions or direction.

Deliverables:

- RFP Review Summary

Subtask 4.5 - Certification of Final Estimate, As-Built Plans and Closeout

Design-Builder will prepare and certify Record Drawings updating the AutoCAD drawings based on Design-Builder-provided, RPR-reviewed redlined "As-Built" CAD drawings. CONSULTANT will review redlined "As-Built" drawings based on markup drawing edits as prepared by the Design-Builder monthly during progress of construction and provide comments to the OWNER if required. CONSULTANT will monitor the Design-Builder's performance in maintaining up-to-date set of "As Built" drawings.

CONSULTANT will prepare documentation and records in compliance with the Agreement and submit the Final Estimate(s) and reviewed and approved set of final "as-built plans", furnished by the Design-Builder, documenting the Design-Builder's work in accordance with Documentation, Plans and Specifications. Revisions to the Certified Final Estimate will be made at no additional cost to the OWNER.

CONSULTANT will provide a notarized certification on a form pursuant to OWNER's procedures.

CONSULTANT will prepare the Offer of Final Payment package as outlined per plans and specifications. The package shall accompany the Certified Final Estimates Package submitted to the OWNER for review. The CONSULTANT shall be responsible for forwarding the Offer of Final Payment Package to the Design-Builder.

CONSULTANT will assemble and prepare Warranty documentation and records obtained from the Design-Builder in compliance with the Design-Build Contract.

Deliverables:

- Provide review comments to the final set of redline "As Built" drawings as prepared by the Design-Builder.
- Request/Obtain ten (10) half size and four (4) full size hard copy signed and sealed sets and two (2) electronic (one-half size and one full size) signed and sealed sets of the Record Drawings from Design-Builder.
- Request/Obtain two USB drives containing all originating electronic drawing files for the final Record Drawings, in both PDF and AutoCAD dwg file format from Design-Builder.
- Notarized Final Estimate
- Offer of Final Payment Package
- Warranty Books

TASK 5 – ADDITIONAL ENGINEERING SERVICES (OPTIONAL)

Subtasks under Task 5 are Additional Engineering Services that could be required to mitigate unforeseen issues that might arise during the execution of this Authorization. The CONSULTANT must first receive approval from the OWNER before performing work under these subtasks. To access the Optional Services, written formal request will be sent by CONSULTANT to the OWNER'S Project Manager to request access and be able to withdraw funds out of the Optional Services. CONSULTANT shall submit a scope of services of cost proposal to the OWNER'S Project Manager for approval preceding utilizing the allowance portion of the task authorization. Upon acceptance, the item for the allowance will be clearly defined and identified by the CONSULTANT in each progress report and billing submittal.

Subtask 5.1 – Land Survey

CONSULTANT will perform land survey at the facility Site (Fire Station site) and public rights of way for the proposed work areas.

1. **Incidental Engineering Surveys:** CONSULTANT will perform incidental engineering surveys, as necessary, for payment verification, dispute resolution and easement confirmation. For budget purposes, up to six (6) Incidental Engineering Surveys are assumed.

Survey work will be performed by or under the direct supervision of a Professional Land Surveyor registered in the State of Florida. The survey will be prepared using the North American Vertical Datum of 1988 (NAVD88) and will be referenced to the State Plane Coordinate System (Florida East Zone), North American Datum 1983 (NAD 83).

Deliverables:

- Incidental Survey(s) (via electronic delivery in pdf format and one hard copy signed and sealed by a Florida Licensed Land Surveyor). Standard sheet size will be electronic 22 x 34; hard copy 11 x 17 unless otherwise specified.
- Civil 3D (Version 2019) geo-referenced CAD file of the Survey(s). Drawing Files and Land XML. This drawing will include topographic features with spot elevations, baselines and ROW lines.

Subtask 5.2 – Sampling and Testing

CONSULTANT will perform periodic independent sampling and testing, when required, of component materials and completed work for its own purposes, and in accordance with the Design-Build Contract Documents. The CONSULTANT's independent testing will not relieve the Design-Builder of responsibility for observation, testing, and inspection. In complying with the guide, CONSULTANT will provide daily surveillance of the Design-Builder's Quality Control activities and perform the independent sampling and testing of materials and completed work items for verification and acceptance.

CONSULTANT will determine the acceptability of all materials and completed work items based on either test results or verification of a certification provided by the Design-Builder. The CONSULTANT will determine when independent sampling and testing is required.

The OWNER will monitor the effectiveness of the CONSULTANT's testing procedures through observation and independent assurance testing. The OWNER may request the CONSULTANT to perform independent testing of any materials and completed work item. Sampling, testing, and laboratory methods will be as required by the OWNER's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Design-Build Contract.

Documentation reports on independent sampling and testing performed by the CONSULTANT shall be submitted during the same week that the construction work is done, or as results are made available by the laboratory or facility. Transport samples to be tested to the appropriate laboratory or appropriate local facility.

CONSULTANT will input verification testing information and data into the OWNERs database using written instructions provided by the OWNER.

Deliverables:

- Test Summary Report(s)

IV. PERFORMANCE OF THE CONSULTANT

During the term of this Agreement and all Supplemental Amendments thereof, the OWNER will review various phases of CONSULTANT operations, such as construction inspection, independent materials sampling and testing, and administrative activities, to determine compliance with this Agreement. CONSULTANT will cooperate and assist OWNER in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. OWNER recommendations and CONSULTANT responses/actions are to be properly documented by the CONSULTANT. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
2. Immediately replace personnel whose performance has been determined by the CONSULTANT and/or the OWNER to be inadequate.
3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the CONSULTANT's responsibility.
4. Increase the scope and frequency of training of the CONSULTANT personnel.

V. DATA OR COORDINATION ASSISTANCE TO BE PROVIDED BY THE OWNER

1. Assign a Project Manager to represent the OWNER.
2. The OWNER, on an as needed basis, will furnish the following Design-Build Contract documents for the Project. Design-Builder will be responsible for formal submittal of documents for review. These documents will be provided through the document management system established by the CONSULTANT.
 - a. Construction Plans
 - b. Specification Package
 - c. Copy of the Executed Design-Build Contract
 - d. Utility Agency's Approved Material List (if applicable)
 - e. Permits
 - f. Environmental Reports
 - g. Geotechnical Reports and Testing Results
 - h. OWNER documents, directives, procedures, and standard forms

VI. ASSUMPTIONS

1. This task excludes third party litigation services or expert witness services if required for any third-party request.
2. Design phase has a maximum duration of 9 months. Construction phase has a maximum duration of 14 months. RPR services are estimated at 17 months full-time.
3. Project Management task duration is of 25 months from NTP corresponding to the design and construction phase of the Design-Build.

4. CONSULTANT will receive only four (4) design packages for review for the facility (i.e., 30%, 60%, 90% and 100% Issued for Construction (IFC)).
5. The CONSULTANT's design criteria professional review of design submittals will be for compliance and adherence with the intent of the DCP.
6. Review and acceptance by the CONSULTANT of submittal documentation provided by the Design-Builder does not relieve the Design-Builder of their responsibilities as the Engineer of Record (EOR) on the Project.
7. CONSULTANT will have a single point of contact from the OWNER to provide direction under this Scope of Work.
8. The CONSULTANT will review each design deliverable for compliance with the Design Criteria Package and approved Design-Builder 30% design package.
9. CONSULTANT will be using e-builder management construction services.
10. The CONSULTANT will not be responsible for permitting activities required by the Design-Builder, however, CONSULTANT will confirm the appropriate permits are obtained by Design-Builder and logged in the DCS.
11. The CONSULTANT will not be responsible for any delays or damages caused by rejection of Request for Information (RFI), Request for Clarification of Intent (RCI), Request for Deviation (RFD), review of design documents and/or submittal that do not meet the intent of the design criteria package (DCP) or as approved by the OWNER.
12. Review and approval of the Design-Builder's submittals is not an assumption of liability. CONSULTANT is not responsible for Design-Builder's construction means and methods, on-site safety, sequencing and phasing, quality assurance, maintenance of traffic or pollution prevention code compliance. The purpose of any review is to confirm that the Design-Builder's plans are in accordance with contract documents.
13. Services for the review of construction submittals as part of this Agreement include the initial review and the review of one required re-submittal. The Design-Builder shall reimburse the CONSULTANT's cost to review more than one re-submittal.
14. CONSULTANT will provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.
15. CONSULTANT will provide a Laptop computer running Microsoft Project or Primavera P6 application through a mobile broadband connection at the jobsite or whatever technology is necessary. All computer coding shall be input by CONSULTANT personnel using equipment furnished by the CONSULTANT.
16. CONSULTANT will not include a schedule and cost module under task 1.2 and will not include full City-wide e-Builder setup for multiple OWNER projects.
17. Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall always remain with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of the Agreement. Field office equipment will be maintained and operational. At the end of the project, all e-Builder data will be delivered to the OWNER.
18. CONSULTANT's Field Office will be included in an office within the Design-Builder's Construction Trailer. The field office will be furnished and will meet the requirements of the Agreement. All Field Office direct expenses will be included as part of the CONSULTANT's compensation.
19. CONSULTANT will supply inspection and testing equipment essential to perform services under the Agreement; such equipment includes non-consumable and non-expendable items.
20. Hard hats will have the name of the CONSULTANT firm visibly displayed.
21. Equipment described herein and expendable materials under this Agreement will remain the property of the CONSULTANT and shall be removed at completion of the work.
22. The OWNER will not provide a connection to the OWNER's enterprise network. The CONSULTANT will implement an electronic document management system for the OWNER and Design-Builder to utilize for transfer of information.
23. For the duration of the Agreement, CONSULTANT will keep the OWNER's Project Manager informed of significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement.

VII. SCHEDULE

CONSULTANT will endeavor to complete the work activities described herein within 25 months of receipt of an official Notice to Proceed (NTP) by the OWNER to start the services. Individual times of performance will be established for each assignment as applicable. The schedule assumes the Design-Builder will complete the 100% Issued for Construction (IFC) documents will be completed within 9 months from Design-Builder's NTP, and Final Completion for

the Facility within 23 months from the Design Builder's NTP. The CONSULTANT anticipates completing the Closeout activities of the Project within 45 calendar days after Final Completion.

VIII. COMPENSATION

The CONSULTANT will provide services listed herein as needed for a not-to-exceed (NTE) fee of dollars Eight-hundred sixty-one thousand and one hundred twenty-five dollars (**\$861,125**). A breakdown of the fee by task is detailed on the compensation breakdown sheet, **Attachment 1**. The OWNER will be invoiced on a monthly basis for the CONSULTANT's actual labor hours at contractual billing rates plus allowable reimbursables and subcontractor fees in accordance with the terms of the Agreement. Written monthly status reports will be provided with each monthly invoice.