

## **ORDINANCE NO. 23-006**

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SECOND AMENDMENT TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES WITH STANTEC CONSULTING SERVICES, INC. OF CLEVELAND, OHIO, FOR THE MILLS STREET HIGH-RATE TREATMENT PROJECT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the final project included in the 2012-2015 negotiations with the Ohio Environmental Protection Agency regarding the City's General Plan Update is construction of a 16 million gallon per day (MGD) High-Rate Treatment (HRT) Facility intended to reduce permitted combined sewer overflows (CSO) from the Mills Street bypass station prior to December 1, 2024; and

**WHEREAS**, subsequent to a Request for Qualifications (RFQ) process, this City Commission approved an agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the preliminary design of the Mills Street High-Rate Treatment Project by Ordinance No. 21-136, passed on September 13, 2021; and

**WHEREAS**, this City Commission approved an amendment to the agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for additional Professional Design Services for detailed design and bidding services for the Mills Street High-Rate Treatment Project and ultraviolet system upgrades by Ordinance No. 22-047, passed on March 14, 2022; and

**WHEREAS**, Stantec Consulting Services, Inc. will be providing additional professional services for construction administration services for the Mills Street High-Rate Treatment Project and the Ultraviolet (UV) Disinfection Replacement Project and is more fully described in the Scope of Services, which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

**WHEREAS**, the City Commission authorized the filing of an application with the Ohio Environmental Protection Agency (OEPA) for a loan through the Water Pollution Control Loan Fund (WPCLF) program for the design, construction, and inspection of the Mills Street High-Rate Treatment Project by Resolution No. 066-22R, passed on December 12, 2022; and

**WHEREAS**, the revised cost of the professional design services is \$2,031,311.84 and the cost of the additional services for construction administration is \$1,642,466.88, for a total cost of \$3,673,778.72, and these costs will initially be paid with Sewer Funds as the City has applied for a low-interest loan from the Ohio Water Pollution Loan Fund (WPCLF) to finance the project and the City will receive partial reimbursement from Erie County pursuant to the Sewer Services Agreement; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to continue with the design services and to ensure the construction is completed by the EPA-required deadline of December 1, 2024; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Department of Public Works, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to enter into a Second Amendment to the Agreement with Stantec Consulting Services, Inc. of Cleveland, Ohio, for Professional Design Services for the Mills Street High Rate Treatment Project and Ultraviolet (UV) Disinfection Replacement Project, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the terms of this Ordinance, at an amount **not to exceed** One Million Six Hundred Forty-Two Thousand Four Hundred Sixty-Six and 88/100 Dollars (\$1,642,466.88) resulting in a total revised amount **not to exceed** Three Million Six Hundred Seventy-three Thousand Seven Hundred Seventy-Eight and 72/100 Dollars (\$3,673,778.72).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City

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Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: 

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: January 9, 2023

**SECOND AMENDMENT TO THE AGREEMENT  
FOR  
PROFESSIONAL SERVICES**

This Second Amendment to the Agreement for Professional Design/Engineering Services (this "Agreement"), made as of September 27, 2021, by and between the City of Sandusky (the "City"), whose contact person shall be the Director of Public Works designated below or successor (the "City Engineer"), and Stantec Consulting Services, Inc. (the "Architect/Engineer"), whose contact person and address are set forth below.

WHEREAS, the City is operating under its Charter, ordinances and regulations and it is the intention of the City, in the exercise of its powers, to obtain professional design/engineering services for the following project (the "Project"):

Project Name:	<b>Inspection Services for the Mills Street High Rate Treatment Project</b>
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City Engineer:	Aaron Klein, P.E.
Address:	Department of Public Works City of Sandusky 240 Columbus Ave Sandusky, Ohio 44870

Architect/Engineer:	Stantec Consulting Services, Inc.
Contact:	Vito Vimino
Address:	1001 Lakeside Ave East, Suite 1600 Cleveland, OH 44114

NOW, THEREFORE, in consideration of the mutual promises contained in the Professional Design/Engineering Services Agreement executed on September 27, 2021, and Amendment #1 to the agreement executed on March 28, 2022, the City and the Architect/Engineer agree as follows:

The Architect/Engineer shall perform additional tasks included in Attachment A as described therein, in accordance with the Professional Services Amendment executed on \_\_\_\_\_, between the City and Stantec Consulting Services, Inc. for a revised fee not to exceed 3,673,778.72.

**Signature Page to Follow**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first above written.

Stantec Consulting Services, Inc.  
("Architect/Engineer")

By: \_\_\_\_\_

CITY OF SANDUSKY

By: \_\_\_\_\_

John Orzech  
Interim City Manager

APPROVAL:

The legal form and correctness of the within instrument is hereby approved.

\_\_\_\_\_  
Brendan Heil  
Law Director

CERTIFICATE OF FUNDS

In the matter of:                      Inspection Services for Mills Street High Rate Treatment

IT IS HEREBY CERTIFIED that the moneys required to meet the obligations of the City of Sandusky under the foregoing Agreement have been lawfully appropriated for such purposes and are in the treasury of the City of Sandusky or are in the process of collection to the appropriate fund, free from any previous encumbrances. This certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code (ORC).

Dated: \_\_\_\_\_, 2023

CITY OF SANDUSKY

EXHIBIT "1"

By: \_\_\_\_\_  
Michelle Reeder  
Finance Director

\_\_\_\_\_  
Account Number

\_\_\_\_\_  
Amount

December 9<sup>th</sup>, 2022

<b>Change Order #</b>	<b>2</b>	
<b>"Stantec"</b>	Stantec Consulting Services Inc.	
	Stantec Project #	173410930
	Stantec Address	1001 Lakeside Avenue East, Suite 1600 Cleveland OH, 44114
	Ph:	(216) 298-0621
	Email:	<a href="mailto:vito.cimino@stantec.com">vito.cimino@stantec.com</a>
<b>"Client"</b>	City of Sandusky	
	Client Address	240 Columbus Avenue Sandusky OH, 44870
	Ph:	(419) 627-5829
	Email:	<a href="mailto:aklein@ci.sandusky.oh.us">aklein@ci.sandusky.oh.us</a>

**Project Name:** Mills Street 16 MGD High Rate Treatment**Project Location:** 304 Harrison Street, Sandusky OH, 44870

In accordance with the original Professional Services Agreement dated September 27<sup>th</sup>, 2021, the Agreement changes as detailed below are hereby authorized.

Change Order #2 includes construction administration services, to be paid on a time and material basis as detailed in the table below. The scope of services associated with Change Order #2 is attached as Exhibit B. The original contract value for preliminary design including initiation of detailed design was \$410,800. Change order #2 is requesting an additional \$1,642,466.88.

	<b>Amount (\$)</b>	<b>Contract Type</b>
Original Contract Authorization ( <i>Preliminary Design</i> )	\$ 410,800.00	Time & Material
Change Order 1 ( <i>Detailed Design</i> )	\$ 1,620,511.84	Fixed Fee
Change Order 2 ( <i>Construction Administration Services</i> )	\$ 1,642,466.88	Time & Material
Task 1: Project Management	\$ 29,552.94	Time & Material
Task 2: Construction Administration	\$ 1,415,892.62	Time & Material
Task 3: Project Closeout	\$ 47,397.12	Time & Material
Task 4: SA - Conformed to Contract Drawings	\$ 30,000.00	Time & Material
Task 5: SA - Record Drawings	\$ 45,000.00	Time & Material
Task 6: SA - Additional Design Effort	\$ 29,624.20	Time & Material
Task 7: SA - Parks Design	\$ 15,000.00	Time & Material
Task 8: General Allowance	\$ 30,000.00	Time & Material
<b>Project Total</b>	<b>\$ 3,673,778.72</b>	<b>Combined</b>



**Effect on Schedule:** Completion of the construction administration services contract (Change Order #2) shall be in May, 2025. Further detail on the schedule impact, by task, is included in Exhibit B.

Payments shall be made on a time and material basis. Labor costs shall be compensated based upon Consultant labor hours worked directly in performing the scope of services multiplied by direct or "raw" labor rates multiplied by a factor of 3.15. Tasks 4 and 5 will include CAD resources in Stantec's office in Pune, India. The labor costs associated with the personnel in Pune will be billed according the following rate table:

Billing Level	Billing Rate (USD/hr)
Level 03	99
Level 04	111
Level 05	120
Level 06	124

All other items and conditions of the original Agreement shall remain in full force and effect.

**Stantec Consulting Services Inc.**

Print Name and Title: Vito Cimino, Project Manager

Signature : \_\_\_\_\_

Date Signed : \_\_\_\_\_

**City of Sandusky**

Print Name and Title: Aaron Klein, Public Works Director

Signature : \_\_\_\_\_

Date Signed : \_\_\_\_\_



## **EXHIBIT B**

### **SCOPE OF WORK FOR ENGINEERING SERVICES DURING CONSTRUCTION CITY OF SANDUSKY MILLS ST HRT**

#### **CHANGE ORDER #2 NOVEMBER 2022**

#### **1. OVERVIEW OF IMPROVEMENTS**

In general, the work of this project includes:

1. Installation of two new mechanical bar screens designed to pass a peak hydraulic capacity of 18-MGD in the WWTP headworks.
2. Modifications to the existing raw water pumping station, including an additional 15-MGD pump and the replacement of an existing 12-MGD pump with a higher capacity 15-MGD pump.
3. Raising of the effluent weirs, concrete walls and modification of material handling equipment at the existing aerated grit facility.
4. Connection of the HRT facility to existing plant infrastructure, including flow conveyance and flow metering.
5. Construction of a new maximum 16-MGD HRT facility including:
  - Pile cloth filters (3 units).
  - UV disinfection.
  - Effluent pumping.
6. Site civil modifications (site drainage, grading, access drives).
7. Replacement of the plant's existing UV system.
8. Electrical service modifications, including a standby power generator at HRT.
9. Connections to the plant's SCADA system.
10. Site restoration of the park areas around the plant.

#### **2. SCOPE OF SERVICES**

The various project tasks are listed below.

- Task 1 – Project Management, Coordination, and QA/QC
- Task 2 – Construction Administration
  - Task 2A – Technical Support
  - Task 2B – Review of Submittals/Shop Drawings
  - Task 2C – Periodic Field Meetings and Inspections
  - Task 2D – Request for Information (RFI) Review
  - Task 2E – Change Management
  - Task 2F – Training and Standard Operating Procedure (SOP) Development
- Task 3 – Project Closeout
  - Task 3A – Operations and Maintenance (O&M) Manual Development
  - Task 3B – Punchlist Walkthrough
  - Task 3C – 1-year Walkthrough and Certification Letter
- Task 4 – Specific Allowance – Conformed to Contract Drawing Development
- Task 5 – Specific Allowance - Record Drawing Development

Task 6 – Specific Allowance – Additional Design Effort  
 Task 7 – Specific Allowance – Parks Design  
 Task 8 – General Allowance

The following meetings have been identified for this project:

<b>SANDUSKY MILLS ST. HRT MEETING AND SITE VISIT SUMMARY</b>		
<b>Activity</b>	<b>Purpose</b>	<b>Number Anticipated</b>
Pre-Construction Conference	Virtual meeting to start construction phase of the project with the CONTRACTOR	1 meeting
Monthly Progress Meetings	Monthly meeting, virtual, to discuss construction progress	26 meetings
Miscellaneous field meetings and site visits	Special meetings as required for coordination with CONTRACTOR or to review work. These visits are in addition to the monthly progress meetings above but may be conducted on the same day.	26 half-day meetings/site visits
Startup	CONSULTANT on-site to observe equipment startup	16 days
Punchlist	CONSULTANT on-site to coordinate final punchlist with CITY and CONTRACTOR	1 day
1-year Walkthrough	CONSULTANT on-site one-year following substantial completion of the project with the CITY	1 day

Note that the number of CONSULTANT's personnel attending will vary depending upon the type of meeting/visit. The levels of effort for the tasks listed below are based on an assumption of twenty (26) months construction duration for the project—twenty (20) months from NTP to substantial completion and six (6) months from substantial to final completion.

### **TASK 1 – PROJECT MANAGEMENT, COORDINATION, AND QA/QC**

Key elements of the project management approach for this assignment will include frequent and regular communication with CITY staff, regular monitoring and reporting of project progress and expenditures, and periodic senior review of technical analyses and deliverables.

Communication between the CONSULTANT and the CITY will be coordinated by the CONSULTANT's Project Manager. Key points of contact will be established at the Pre-Construction meeting. During the course of the project, communications will be maintained through periodic phone updates and email correspondence.

The project team will adhere to standard CONSULTANT QA/QC procedures. QA/QC will be provided by senior engineers within the CONSULTANT's organization through internal review sessions. Senior review is anticipated for RFI reviews, Submittal reviews, and Change Orders.

### **TASK 2 – CONSTRUCTION ADMINISTRATION**

Task 2 includes the following sub-tasks:

#### ***TASK 2A – TECHNICAL SUPPORT***

CONSULTANT's Construction Administrator will be the key point of contact for field and office engineering support included in this Agreement with the CITY and CONTRACTOR. The

Construction Administrator will be at the site on average of two (2) days/month for the duration of the contract, assuming twenty-six (26) months. The Project Manager will visit the site on a quarterly basis.

Pre-Construction Conference: This task includes one virtual (1) Pre-Construction Conference attended by two (2) CONSULTANT employees.

Review of Pay Estimates: CONSULTANT will review the CONTRACTOR's pay estimates and make a recommendation to the CITY for approval. Payment applications will be reviewed for compliance with the CITY's established procedure for submission. Requested pay quantities will be compared to work completed and materials stored on site but not yet installed. Review of daily reports, meetings and site visits by CONSULTANT will be the basis for review and recommendation for or against these requests for payment. Each monthly application for payment will be signed by CONSULTANT and delivered to the CITY. It is assumed for this scope of services the number of pay estimates will be twenty-six (26).

Monthly Progress Meetings: This task includes two (2) CONSULTANT employees attending a monthly virtual progress meeting. This meeting is assumed to take place separately from the other meetings or field inspection efforts. Monthly progress meetings are assumed to be CONTRACTOR lead, and the CONTRACTOR will be responsible for developing the meeting agenda, minutes, and action-item tracking.

#### ***TASK 2B – Review of Submittals/Shop Drawings***

CONSULTANT will review detailed construction shop drawings, CONTRACTOR/vendor's operations, and maintenance (O&M) manuals, CONTRACTOR/vendor's O&M training outlines, and other information submitted by the CONTRACTOR for compliance with the design and the requirements of the Contract Documents. For the purpose of this scope of services, it is assumed there will be two-hundred and fifty (250) submittals, with approximately 60% of the submittals found acceptable upon initial submission and the remaining 40% being accepted on the second submission, for a total of three hundred fifty (350) submittals. Submittals will be transmitted electronically through email or the CONTRACTOR's document management site.

After receiving notification from the CONTRACTOR, CONSULTANT shall process requests and return comments electronically within an average of fifteen (15) working days for Submittal/Shop Drawings.

#### ***TASK 2C – Miscellaneous Field Meetings and Inspections***

The level of efforts associated with the subtasks under this task assumes twenty-six months construction duration for the project. CONSULTANT's employees will periodically visit the site to discuss the project, including:

Miscellaneous Field Meetings: The task includes up to twenty-six (26) half-day meetings attended by one (1) CONSULTANT employee over the construction duration to be used on an as-needed basis as issues arise requiring on-site support.

Start-up Assistance: This task includes up to one hundred and twenty-eight (128) hours of onsite representation for start-up of the screens, pumps, filters, UV disinfection equipment, electrical and control systems. We assume startup will require no more than sixteen (16) full-day trips.

#### ***TASK 2D – Review of CONTRACTOR Requests for Information (RFIs)***

CONSULTANT will review and provide responses to Requests for Information (RFIs) submitted by the CONTRACTOR. For the purposes of this work scope, it is assumed that seventy-five (75) RFIs will be reviewed. RFIs will be transmitted electronically through email or the CONTRACTOR's document management site.

After receiving notification from the CONTRACTOR, CONSULTANT shall process requests and return comments electronically within an average of five (5) working days for Requests for Information (RFIs).

#### ***TASK 2E – Change Management***

It is assumed there will be a total of ten (10) Potential Change Orders to modify the contract documents in order to accommodate changes that occur during construction (i.e. unforeseen site conditions, CONTRACTOR-proposed alternative construction methods, etc.) at the direction of the CITY. CONSULTANT will evaluate these Potential Change Orders and provide recommendation to the CITY.

It is assumed that the CONSULTANT will also prepare up to three (3) RFPs as requested by the CITY for work to change the design for the CITY's benefit or convenience. Services related to RFPs will include the preparation of specifications and drawings (revisions or new) as well as the engineering required to support the revisions. Assume that each RFP will require no more than two (2) drawings to be issued.

It is assumed independent Engineer's Opinions of Probable Construction costs will not be necessary for preparation of the RFPs or evaluation of the proposals.

Potential Change Orders and RFPs that result in an increase/decrease to the Contract Price shall be issued as Change Orders at the CITY's direction.

#### ***TASK 2F – Training and SOP Development***

The CONSULTANT will provide the necessary coordination and services to transition the project from the CONTRACTOR to the CITY.

The CONSULTANT shall lead one (1) classroom-setting training class for the overall HRT system with the CITY. The CONSULTANT shall develop and provide materials to be used for classroom-setting training of instrumentation and control assets and equipment.

The CONSULTANT shall develop Standard Operating Procedures (SOPs) Guides once proven through the Start-up and Commissioning process; Four (4) SOPs are anticipated under the base scope of services, covering Chemical Dosing, Pile Cloth Filtration, UV Disinfection and Effluent Pumping.

### **TASK 3 – PROJECT CLOSE-OUT**

Task 3 includes the following sub-tasks:

#### ***TASK 3A – Operations & Maintenance (O&M) Manual***

The CONSULTANT shall provide HRT System Operations & Maintenance (O&M) Manual containing system and process overviews and troubleshooting guides. The System O&M Manual shall address the overall operations of systems as opposed to the SOPs which address smaller units of the overall system. The HRT System O&M Manual shall address such general items as safety aspects during operation, maintenance, and cleaning; suggested sequence of operation; operational strategies of control valves; chemical dosing; cleaning and flushing provisions; and solids management. It shall also outline the required operation and maintenance, utilizing location photos (site and internal structure), and color-coded flow schematics on plans and structure sections. The O&M Manual shall include as-built process control descriptions, interrelationships of the newly constructed and upgraded facilities, operator workstation screenshots, I/O lists, and tabulations of settings, operating limits, and setpoints. The O&M Manual will be a graphical design, with attention given to navigation and wayfinding with links to external assets, while the traditional version will have 11x17 sized-pages. Pages will be mostly comprised of graphical treatments, photos, illustrations, call outs, etc.

### ***TASK 3B – Punchlist Walkthrough***

This task includes a one-day site visit by two (2) CONSULTANT employees to review the project for final punchlist and substantial completion requirements.

### ***TASK 3C – 1-Year Certification Walkthrough***

This task includes a one-day site visit by two (2) CONSULTANT employees to conduct a final performance certification one year after the project completion. The CONSULTANT shall also prepare a one-year performance certification letter which will be submitted to the Ohio EPA as part of the WSRLA loan requirements.

### **TASK 4 – SPECIFIC ALLOWANCE - CONFORMED TO CONTRACT DRAWING DEVELOPMENT**

Under task 4, the CONSULTANT shall prepare Conformed-to-Contract documents. The Conformed-to-Contract documents shall be defined as the unofficial set of documents whereby the original signed and executed Contract Documents are amended to incorporate addenda issued during the bid process, between the time of advertisement and contract execution. It is intended for the CITY's internal use only.

The CONSULTANT will provide up to three (3) half-size and one (1) full size conformed-to-contract set to the CITY and an electronic copy to the CITY and the CONTRACTOR. The Conformed-to-Contract set shall include all changes to the specifications and drawings by official addenda. Changes shall be red-lined or marked with a revision triangle to indicate the corresponding addendum number associated with the change.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

### **TASK 5 – SPECIFIC ALLOWANCE - RECORD DRAWING DEVELOPMENT**

Red-line drawings are required from the CONTRACTOR upon completion of construction. CONSULTANT will incorporate the changes shown on the red-line drawings. Record drawings will be delivered to the CITY in pdf format on electronic media, and one (1) full-size hard copy.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

### **TASK 6 – SPECIFIC ALLOWANCE – ADDITIONAL DESIGN EFFORT**

Task 6 will contain funds for full compensation for work performed during the detailed design phase of the project that was above and beyond the design scope and fee. These items have been documented as part of the project's monthly progress reports and include:

- Preparing procurement specifications for replacement components of the plant's exiting generator.
- Coordination with Rovisys to develop existing Network Block Diagrams (NBDs) for the plant .
- Design for the replacement of the existing Parshall flume upstream of the UV facility.
- Detailed design of the alum and polymer chemical storage and feed systems.
- Electrical work on the main circuit breaker on the motor control center in the aeration building.

- Replacement of the Variable Frequency Drives (VFDs) for the plant's four existing effluent pumps.
- Replacement of the existing double-doors on the UV building

### **TASK 7 – SPECIFIC ALLOWANCE - RECORD DRAWING DEVELOPMENT**

Under Task 7, the CONSULTANT shall perform detailed design work associated with the selected improvements at Amvets and Sprau parks. These improvements may include grading plans, sidewalk, parking lot facilities and utility work associated with the restroom facilities or concession stands.

The funds associated with special allowances may only be used following written authorization from the CITY prior to the work being conducted.

### **TASK 8 – GENERAL ALLOWANCE**

Under Task 8, as needed additional services allowance may be provided for services which cannot be quantified at this time up to \$30,000. These additional services may be authorized at the sole discretion of the CITY.

The funds associated with special and general allowances may only be used following written authorization from the CITY prior to the work being conducted.

### **3. ASSUMPTIONS AND EXCLUSIONS**

- 3.1 ADMINISTRATION OF CONSTRUCTION CONTRACTS: CONSULTANT shall provide field services during the construction of the PROJECT only to the extent that such SERVICES are included and defined in this AGREEMENT. The performance of the construction contract is not CONSULTANT 's responsibility nor are CONSULTANT 's field services rendered for the construction CONTRACTOR's benefit.
- 3.2 It is understood and agreed by the CITY and CONSULTANT that only work which has been observed by CONSULTANT can be said to have been appraised and comments on the balance of any construction work are assumptions only.
- 3.3 The authority for general administration of the PROJECT shall reside with CONSULTANT only to the extent defined in this Scope. In such case, CONSULTANT shall coordinate the activities of other consultants employed by the CITY, only to the extent that the CONSULTANT is empowered to do so by such other consultants' contracts with the CITY.
- 3.4 CONSULTANT shall not be responsible for any CONTRACTOR's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any CONTRACTOR, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT. When field services are provided, no acceptance by CONSULTANT of the work or services of a construction CONTRACTOR or other consultants, whether express or implied, shall relieve such CONTRACTOR or other consultants from their responsibilities to the CITY for the proper performance of such work or services and further, CONSULTANT shall not be responsible to the CITY or to the CONTRACTOR or to the other Consultant s for the means, methods, techniques, sequences, procedures and use of equipment of any

- nature whatsoever, whether reviewed by CONSULTANT or not, which are employed by the construction CONTRACTOR or the other consultants in executing, designing, or administering any phases of the PROJECT, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.
- 3.5 When field services are provided, CONSULTANT will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The CITY shall designate a responsible party, other than CONSULTANT for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.
- 3.6 JOBSITE SAFETY: Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subconsultants at a construction site, shall relieve the CITY, the Construction CONTRACTOR, and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, CONSULTANT and its personnel have no authority to exercise any control over any construction CONTRACTOR or other entity or their employees in connection with their work or any health or safety precautions.
- 3.7 CITY acknowledges that CONSULTANT has not contributed to or created the existence of any hazardous or toxic material, environmental hazard, contamination or pollution, whether identified by consent decree or otherwise ("Hazardous Materials"), or to the release of any Hazardous Materials prior to the performance of any services as specified herein or under any other contract with CITY ("Preexisting Hazardous Conditions"). CONSULTANT may reasonably rely on any materials provided by CITY as it relates to the Hazardous Materials and any Preexisting Hazardous Conditions. In the event any unanticipated or suspected Hazardous Materials are encountered, CONSULTANT may stop work until such materials are properly investigated, and CONSULTANT shall be entitled to an equitable adjustment in compensation and/or time associated with such unanticipated or suspected Hazardous Materials. CITY agrees to hire any CONTRACTOR tasked with the transportation and disposal of the Hazardous Materials and CONSULTANT will have no responsibility to supervise said CONTRACTOR or to confirm CITY's CONTRACTOR has handled the Hazardous Materials in full compliance with all laws, regulations and requirements of all governmental authorities. In providing services under this Agreement, CONSULTANT shall not be deemed a generator, transporter, or disposer of such Hazardous Materials and will not have arranged for disposal of such Hazardous Materials.
- 3.8 CONSULTANT is not creating any shop drawings or submittals and will only review these as included in our scope.
- 3.9 CONSULTANT will not provide review of submittals related to temporary materials, equipment, and means and methods required to perform the work.
- 3.10 A disposition of "Accepted" for a single item will not constitute acceptance of an entire assembly of which the item forms a part.
- 3.11 Fees for Plan Reviews or any other fees to government agencies are not included in this proposal. It is the responsibility of the CITY to pay these fees at the time of submittal if any such fee is encountered. Permit fees are the responsibility of the CONTRACTOR.
- 3.12 The following tasks may be included in this Scope with additional compensation:

- Preparation of Opinions of Probable Construction Costs.
- Asset management system related work.
- Public relations work during construction.
- Factory equipment witness and acceptance testing
- Permitting assistance during the construction period.
- Construction claim support services for claims that are not due to CONSULTANT design errors under the scope herein. In the event that construction claims or potential claims arise, CONSULTANT will provide a proposal for providing claim support services to assist the CITY and/or participate in reviewing or resolving such claim(s) to the extent mutually agreed for additional compensation as authorized by the CITY.
- Standard Maintenance Procedures (SMPs).

3.13 CONSULTANT is not responsible for:

- Daily or weekly inspection reports. These will be prepared by others and provided to CONSULTANT for record.
- Resident project representation.
- CONTRACTOR variations from design requirements that are not conspicuously and specifically disclosed on the submittal.
- Design data shown on a submittal that is within the special expertise of the manufacturer/designer of that equipment, upon which CONSULTANT has a right to rely.
- Additional survey work, environmental services or geotechnical field services.
- Providing or coordinating materials testing or special inspections.

3.14 The fee for this work has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the CITY, CONSULTANT reserves the right to renegotiate the fee established herein to account for the extra costs resulting therefrom.

3.15 It is assumed that project meetings, site visits, and general administration for the Mills Street HRT project and the Existing Plant UV Rehabilitation Project can be done concurrently, and that separate meetings or trips to site are not required.

#### **4. PROJECT SCHEDULE**

The following schedule shows the anticipated milestone dates for the project, assuming the CONTRACTOR's Notice to Proceed (NTP) date is February, 2023.

Item/Deliverable	Anticipated Date
Pre-Construction Meeting	February, 2023
Substantial Completion	October 2024
Final Completion	May 2025



# EXHIBIT "A"